



**Consulting and Technical Services (CATS)
Task Order Request for Proposals (TORFP)**

ACCOUNTS RECEIVABLE SYSTEM (ARS)

CATS TORFP PROJECT NUMBER J00P6200005

FOR

**THE MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT)
MOTOR VEHICLE ADMINISTRATION (MVA)**

ISSUE DATE: May 15, 2006

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2, Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050B6800025, including any amendments.

Although information from the Contractors must be sent to concurrent individuals as stated in this Key Information Summary Sheet, all correspondence from MDOT to the Contractors shall be sent only by the MDOT Contracts Manager or designee.

TORFP NAME:	Accounts Receivable System (ARS)
FUNCTIONAL AREA:	Functional Area 5 – Software Engineering
TORFP ISSUE DATE:	May 15, 2006
Closing Date and Time:	June 21, 2006 at 12:00 pm
TORFP Issuing Office:	Maryland Department of Transportation (MDOT) Motor Vehicle Administration (MVA) Procurement & Contracts
Questions and Proposals are to be sent to: Questions should be submitted no later than 7 working days prior to TORFP Closing Date.	Motor Vehicle Administration (MVA) OIR Building, Room 309 6601 Ritchie Highway, N.E. Glen Burnie, MD 21062 Attention: Ms. Alberta (Bert) Galek Email Address: agalek@mdot.state.md.us MDOT Contracts Manager – Peter Arrey Email Address: parrey@mdot.state.md.us MDOT Contracts Administrator – Carl Stein Email Address: cstein@mdot.state.md.us
TO Procurement Officer:	Ms. Alberta (Bert) Galek Office Phone: (410) 768-7033 Fax: (410) 768-7090 e-mail: agalek@mdot.state.md.us
TO Manager:	Brian Schade Office Phone: (410) 768-7290 Fax: (410) 768-7159 e-mail: bschade@mdot.state.md.us
Project Number:	J00P6200005
TO Type:	Fixed price

Period of Performance:	18 months, with a 12 month warranty period and a 2 year maintenance period with 1 year option.
MBE Goal:	30 %
Primary Place of Performance:	TO Contractor's Location
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	As required to complete deliverables
TO Pre-Proposal Conference:	May 24, 2006 Time: 9:00 AM See attachment 6 for directions

NOTICE TO MASTER CONTRACTORS

All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to agalek@mdot.state.md.us. If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title: Accounts Receivable System (ARS)
TORFP No.: J00P6200005

1. If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:
 - () Other commitments preclude our participation at this time.
 - () The subject of the TORFP is not something we ordinarily provide.
 - () We are inexperienced in the services required.
 - () Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
 - () The scope of work is beyond our present capacity.
 - () Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
 - () We cannot be competitive. (Explain in REMARKS section.)
 - () Time allotted for completion of a Task Order Proposal is insufficient.
 - () Start-up time is insufficient.
 - () Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
 - () TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
 - () MBE requirements. (Explain in REMARKS section.)
 - () Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
 - () Payment schedule too slow
 - () Other: _____.
2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks: _____

Master Contractor Name: _____ Date: _____
Contact Person: _____ Phone: ____ - ____ - ____
Email: _____

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1. RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.7 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2. TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3. TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by MVA's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP # **J00P6200005**. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # J00P6200005 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP # J00P6200005 Financial". The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

1.4. MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2, Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

1.5. eMARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace website at www.eMarylandMarketplace.com.

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a

Level 2 fee will apply.

1.6. CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.7. NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at Maryland Department of Transportation, Motor Vehicle Administration 6601 Ritchie Hwy., N.E. Glen Burnie, MD 21062. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 11.

1.8. LIMITATION OF LIABILITY CEILING

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

SECTION 2 – SCOPE OF WORK

2.1. PURPOSE, BACKGROUND AND OBJECTIVES

2.1.1 PURPOSE OF PROJECT

This TORFP is issued to acquire the necessary services to develop a comprehensive Accounts Receivable System (ARS) for certain services and functions provided at MVA Headquarters (HQ) and branches. Currently there are independent systems used to track receivables for revenue due related to bad checks, credit card shortages, insurance compliance penalties, direct access sale of records, miscellaneous receivables and referrals to the Maryland Central Collection Unit (CCU).

The general purpose of the ARS will be to provide a central, more efficient Accounts Receivable System that will interface with the MVA mainframe, Maryland CCU and MVA's Point of Sale (POS). The proposed ARS will: automate the implementation and removal of flags to prevent additional MVA transactions for non-compliance; permit electronic referral of delinquent accounts via FTP to CCU in compliance with Maryland Agency Regulations; improve reconciliation of receivable referrals to CCU to keep up with the abundance of referrals and installment agreements established; and will interface with the Point of Sale cashing system to permit real time updates of receivables upon receipt of payment. The ARS will be developed as a predominately profile driven system to enable the ARS system administrator to adjust receivable profiles in accordance with legislative mandates to reduce the need for major programming changes as a result of annual legislative initiatives. The ARS will include security profiles to define access rights for all users.

2.1.2 MVA INFORMATION

The Maryland Department of Transportation (MDOT) is an agency of the Executive Branch of Maryland State government. The Motor Vehicle Administration is a subdivision of MDOT whose central office operations are located in Glen Burnie, Maryland. There are 23 MVA branch offices spread throughout Maryland.

2.1.3 PROJECT BACKGROUND

The ARS shall provide a secure step-by-step processes to post, track, update, post payment, reconcile and provide an audit trail of all receivables through the implementation of a centralized database, user and system for the collection of revenue due. Both MVA's Accounting & Financial group and Maryland Central Collection Unit (CCU) will be stakeholders under this project.

2.1.3.1 Operating Environment

The MVA is part of the MDOT network. MVA operates on a LAN system with Compaq servers, running Novell 5.5 operating system. MVA workstations include Dell, Compaq and Gateway Desktops and Dell and Compaq Laptops with an operating system consisting of Microsoft Windows 2000, Microsoft Office 2000, ACIS, DIWS, Registrar, Jetform, Internet Explorer, Attachmate, Adobe Acrobat, and MS Project. MVA's e-mail system is Microsoft Outlook. The proposed ARS will operate on a Microsoft (MS) Client Server/Web based environment.

2.1.3.1.1. It is the MVA's intention to purchase any equipment, equipment licenses, software, and software licenses needed for ARS under a different and separate contract. Therefore, any hardware and software specifications shown in this TORFP relative to ARS are stated as information for Master Contractors and to portray to the MVA's current situation and/or intentions. Any hardware and software requiring MVA purchase for ARS-related purposes shall be procured on then-current specifications at the time of procurement. Current-thinking recommendations for hardware are as follows:

- HP Proliant DL380 G4 Server w/ two 3.60Ghz/800 MHz, 2M Processors
- 4 GB PC2-3200 (4x1024MB) memory
- Integrated Smart Array 6i controller
- 2 - 146 GB U320 SCSI 15,000 RPM hard drives
- 4 - 300 GB U320 SCSI 10,000 RPM hard drives
- Redundant power supplies
- Redundant fans
- 24x CD-ROM
- Proliant Essentials Lights-Out Advanced Pak
- HP Care Pack, 3 years, 4 hours, 24x7, hardware support
- Windows 2003 Server Standard
- Windows 2000 SQL (will need licenses for two processors)

Note that the following is a list of utilized supported software:

- Network: TCP/IP
- Communication: StarSQL
- Virus Protection: McAfee Virus scan
- Desktop O/S: NT Workstation 4.0 and 2000
- Server O/S: Novell 5.5 Windows NT Server 4.0
- Internet browser: Microsoft Internet Explorer 5.x
- E-mail/Scheduling: Outlook Exchange
- Office Automation: Microsoft Office 97, Attachmate, Adobe Acrobat, Remote Control
- Reporting Software: Crystal Reports, Focus

2.1.3.1.2. **User Interface** – As stated above, MVA is part of the MDOT networking system and operates within that environment, which includes all: communication, hardware, software and remote access. The operating environment that the TO Contractor shall work in includes Novell 5.5 LAN system, workstations running Microsoft NT 4.0, or 2000 and related software and peripherals associated with computer networks. The system shall operate within the MVA Domain network.

2.1.3.1.3. **Administrative Interface** - External system interfaces will be required with Maryland Central Collection Unit as both input and output, Point of Sale - Miscellaneous Transaction Cashier system, Automated Compulsory Insurance System - Interim Accounts Receivable System, Aspen Database systems, Maryland MVA DB2 database, Document Imaging Workflow System, etc.

2.1.3.2 **Abbreviations**

For purposes of this TORFP, the following abbreviations or terms have the meanings indicated below:

ARS	Accounts Receivable System
CCU	Central Collection Unit
COMAR	Code of Maryland Regulations
COTR	Contracting Officer's Technical Representative
COTS	Commercial Off-the-Shelf (Software)
DBM	Maryland Department of Budget and Management
IP	Internet Protocol
IT	Information Technology
MBE	Minority Business Enterprise
MDOT	Maryland Department Of Transportation
MdTA	Maryland Transportation Authority
MVA	Motor Vehicle Administration
N/A	Not Applicable
OIR	Office of Information Resources aka MDOT Data Center
TORFP	Task Order Request for Proposals
SDLC	System Development Life Cycle
TCP	Transmission Control Protocol
TSO	The Secretary's Office

2.1.3.3 Definitions

The definitions below shall apply in every instance when the defined terms are used in this document.

Accounting Management - Accounting Management is the monitoring of the network resource usage, including hardware, circuits, etc, both in summary and per customer.

Activity – a service or event provided by the MVA.

Agency- See Modal

Addendum / Amendment -Additional or supplemental items or information added to a solicitation. Revisions or change to a document to correct or clarify a solicitation.

Appointment - An arrangement for a customer to do something at a particular time and place.

Asset Management - Asset management, at minimum, requires the following: a physical inventory of all Transportation hardware and software assets, ability to identify and relocate equipment as necessary, asset reporting, ability to identify missing and obsolete assets, ability to maintain inventory of existing service agreements, warranties and licenses and use that information to remain compliant with terms and conditions of licenses, integration with a configuration management system to track all activities and transactions affecting the assets.

Contract Officer's Technical Representative (COTR) - The MVA representative that serves as the technical manager for the resulting contract. The Contract Officer's Technical Representative monitors the daily activities of the contract and provides technical guidance to the Contractor. The State's COTR:

MVA Project Manager (Brian Schade)
Motor Vehicle Administration
6601 Ritchie Highway, N.E.
Glen Burnie, Maryland 21062
410-768-7290
Fax: 410-768-7159
E-mail: bschade@mdot.state.md.us

MDOT/MVA may change the COTR at any time by written notice to the Contractor.

Event – A type of activity that is planned and designed for more than one individual to attend. An activity sponsored by the MVA that occurs occasionally and is usually open to more than one participant. Examples include MVA orientations for vehicle dealers and special employee events.

IVR (Interactive Voice Response) – An automated telephone information system that speaks to the caller with a combination of fixed voice menus and real time data from databases. The caller responds by pressing digits on the telephone. Scheduling applications include Human Resource interview appointments and driver skill tests.

Mainframe database – the primary data store for MVA customer data.

Manageable Unit – An electronic device, machine, computer, computer peripheral, or data communications equipment currently in use on the MDOT large-scale network that supports a particular function and that may require some form of maintenance, repair, or replacement over a period of time.

Medium-scale network – A computer/communications network similar in size to that of SHA or MVA (as described in Volume II, Network Inventory, of this TORFP).

Modal - Agency; One of MDOT's seven entities. For the purpose of this document this shall include the MdTA and TSO.

Modal Manager (IT) - The Modal Manager is the term used to describe the Director of Information Technology at each modal.

Notification – The Scheduling, Confirming or Cancellation of an Event or Appointment.

Outcome information – information resulting from or associated with a scheduled activity such as the attendee's country of origin or test score received during the activity.

Parameters - a feature of an event or service (activity) for which the planner must select a specific value when defining it in the CSS. For example: <Start Time> must fall between 8:00am EST and 5:00pm EST.

POS (Point of Sale system) – a system developed for the MVA which receives payment information from other automated systems used by the MVA to facilitate its processes. The POS shall receive payment information from the centralized scheduling system when pre-payment for a scheduled event or service is required.

Public Sector – State, county and municipal government agencies and departments, libraries, hospitals,

K-12 education, and higher education.

PVC – Permanent Virtual Circuit.

Security Management – Security management requires maintaining effective safeguards to protect the integrity of the network. Security management is defined at minimum as adherence to the State of Maryland June 2003 Information Technology Security Policy and Standards, password protection and maintenance, and physical equipment security.

Service – A type of activity that is planned and designed to accommodate only one customer at a time (e.g., driver license test).

Stored Procedure - a SQL program stored in the mainframe database that is executed by calling it directly from the client program (in this case, CSS)

Sub-activity – a portion of an activity. A sub-activity can be distinguished based on when it is being held, where it is being held, or who is leading it

Time and Materials – An agreed basis for payment for materials supplied and labor performed.

TBF – Time Between Failures. The minimum, maximum, and average time between failures for a component during a reporting period.

Test and Validation - Verifying successful implementation of any change in the network, and verifying connectivity and throughput metrics are met. Implementation, connectivity and metrics will be detailed at the Task Order level.

Tiger Team - The group tasked to locate and exploit system and network vulnerabilities.

TTR – Time To Repair. The minimum, maximum, and average time to repair a specified component for failures during a reporting period.

User-defined field – a field in which the codes to be used are developed and defined by the planner.

Website – a destination on the World Wide Web through which Internet users can obtain services and information.

Wizard - Instructional help in an application environment that guides the user through a series of simple steps to accomplish a task.

2.1.3.4 Descriptions of Current Business Rules and Processes to follow

2.1.3.4.1 Credit Card Processing

Credit Card Processing Data Elements

01	Date of Service	Date service provided
02	Title	Title of Vehicle
03	Tag	Tag of Vehicle
04	Make	Make of Vehicle
05	Year	Year of Vehicle
06	Beneficiary Name	Name of Beneficiary
07	Beneficiary Address	Address of Beneficiary
08	Soundex	Soundex of Beneficiary
09	Social Security Number	SSN of beneficiary
10	Amount Due	Amount charged to credit card
11	Agency Object Code	Refer to Credit Card Module Profile 2.1.5. Use Type of Services/Products only to determine suspension default(s) and Reason(s) for Payment but use the 8200 Agency Code for all Credit Card Receivable.
12	Credit Card Process Location	Drop-down menu. Refer to Credit Card Module Profile 2.1.5.
13	Type of Product / Service (Reason for Payment)	Drop-down menu. Refer to Application Profile 11.1.
14	Customized Notice Field	To be inserted in notices
15	Credit Card Type	Drop-down menu. Refer to Credit Card Module Profile 2.1.5.
16	Last 4 Digits of Credit Card	Last 4 digits as shown on the credit card
17	Case Note	Part of Receivable history for other information such as phone number, phone conversation, etc.
18	Suspension Default - Vehicle	Default value based on Type of Services /Products.
19	Suspension Default – Driving Privilege	Default value based on Type of Services /Products.
20	Post Date	Date transaction to be posted to ARS
21	1 st Notice Date	Date of 1 st Notice
22	2nd Notice Date	Date of 2nd Notice
23	Revenue Amount	Equal to Amount Due
24	TTP	Defined in the Type of Services / Products, Application Profile 11.1.
25	Service Charge Option	Default: No
26	Hold 2nd Notice	Check box to hold 2 nd Notice
27	Hold CCU	Check box to hold CCU Referral
28	CCU Debtor Number	Assigned by CCU, served as confirmation for case referred
29	CCU Referral Date	Date case referred to CCU
30	CCU Status Code	Imported or updated for cases in court
31	Transaction Date	Date of transaction

Credit Card Processing Business Rules

Revenue Distribution Posting	The credit card transactions are posted one at a time, not batched.
Revenue Distribution Category	Do not generate FMIS entry at receivable set up. (Charge back to Agency Object 8150 is done outside the System.) When revenue is collected, credit amount to Agency Object 8200 by POS via the use of TTP.
Notice Start Date	Date receivable posted
Notice Rule	Refer to Credit Card Module Profile 2.1.5.
Suspension Rule	Based on Type of Product / Service. Refer to Application Profile 11.1.
CCU Referral Rule	Refer to Credit Card Module Profile 2.1.5.
Service Charge Option	Default: NO. Refer to Application Profile 11.1 for fee calculation.
Restoration Fee	Refer to Application Profile 11.1.
CCU Fee	Refer to CCU Module Profile 9.1.7.
Hold 2 nd Notice	Set default to NO
Hold CCU	Set default to NO
Suspension Default – Vehicle or And Driving Privilege	Refer to Application Profile 11.1 according to Product/Services received.

Credit Card Processing Module Profile

Data	Description	Initial Value
1 st Notice Date	# of days after post date	0
2 nd Notice Date (Suspension Date)	# of days after 1 st Notice	31
CCU Referral Date	# of days after 2 nd Notice	31
Type of Credit Card	VISA Master Discover Amex	On On Off Off

Credit Card Process Location		<ul style="list-style-type: none"> • Annapolis • Baltimore • Bel Air • Beltsville • Central Issuance • Columbia • Cumberland • Elkton • Easton • Essex • Frederick • Gaithersburg • Glenmont • Glen Burnie • Hagerstown • Largo • Loveville • Oakland • Prince Frederick • Salisbury • Parkville • Waldorf • Walnut Hill • Westminster • White Oak • Mobile (Bus & Van) • Central Insurance • WEB • Kiosk
Credit Card Type		VISA Master Discover AMEX
Agency Object Code	The Agency Object Code defined in this Credit Card Module profile will override the Code(s) from the Product/Service Fee table. The corresponding TTP will be used for revenue purposes at collection.	8200 No multiple codes allowed.

2.1.3.4.2. Central Collection Unit (CCU)

CCU Data Elements

01	Client Number	290500-600 ARS Returned Checks including Insurance Lapse Returned Checks 290502-400 MVA Walk-in Debtor (Voluntary Referral) 290502-401 Defaulted, 290502-400 Debt converted to regular % of remaining balance 290500-300 Misc. (Credit Card, DARS, DATA, and Misc.) in ARS: 290501-100 Old Insurance Lapse Debt Referrals 290502-100 Current Routine Insurance Lapse Referrals These two Client Numbers are related specifically to Insurance Compliance and therefore excluded from current development of the ARS.
02	CCU Referral Approval Date	Date receivables approved by users to refer to CCU
03	CCU Referral Method	Auto Referral Force Referral Voluntary Referral Deceased Referral
04	CCU Referral Date	Date case is referred
	Blank	Blank
05	Bankruptcy Status	Yes/No Defaulted to No
06	Bankruptcy Case Number	
07	Bankruptcy Date Filed	Date Bankruptcy was filed
08	Bankruptcy State Filed	Drop down select a state
09	Bankruptcy Type	Chapter 7 Chapter 11 Chapter 13
10	CCU Withdrawal Date	User filled, date CCU referral was withdrawn
11	CCU Withdrawal Reason	User filled, reason for withdrawing a previous referral CCU receivables
12	Default Status	Initial value = No
13	CCU Hold Date	System filled
14	CCU Hold Expiration Date	User specified. Can be null.
15	CCU Referral Amount – Original Principal	Original amount referred to CCU recorded by the System
16	CCU Fee	Amount of CCU Fee, to be calculated by ARS (driven by the CCU Module Profile 9.1.7)
17	CCU Debtor ID	To be assigned by CCU, served as confirmation for case referred
18	Interest	Interest assessed, currently not filled by MVA
19	CCU Adjustment Date	Date of CCU Adjustment

20	Nature / Cause of Adjustment	Paid in Full Partial Payment Other – Insert manually
21	Agency Contact Person	User name

CCU Business Rules

In general, ARS cases are referred to CCU on the 31st day after 2nd Notice. Refer to individual modules for CCU referral rule.

CCU Referral Criteria	Receivables that are delinquent, after 2 nd Notice Date, 31 days or otherwise defined in each Module Profile. Dollar threshold is NOT a selection criterion. It is used to group referred receivables.
Method of File Transfer	FTP, if supported by CCU
Frequency of Generating Referral Files	Daily
CCU Referral File Format	Approved format used for Interim Accounts Receivable referral
Debt Adjustment Form – to notify CCU payment received and adjustments made by MVA	As of the release date, electronic Debt Adjustment Form is not operational. ARS must support printing of the paper Debt Adjustment Form and develop electronic Debt Adjustment according to the format available when development starts.
CCU Automated Statement	Frequency of transmission – Monthly
MVA Adjustment	Upon adjustments of a CCU referred case, the System prompts user to enter adjustment for CCU fee assessed.
CCU Debtor Number	Assigned by CCU served as confirmation for case referred
Payment for CCU Referred Cases	Payments may be made at MVA for CCU referred Returned Check receivables except cases in court proceeding.
Flag Release	Suspension flag will be released as long as the principal (including service fee and restoration fee) is paid in full. CCU fee balance does not prohibit flag release.
Payment Type	CCU Payment will be treated as a separate payment type.
Death Information	Death information is not to be retained in ARS.
CCU Threshold	As defined in CCU module profile, threshold is not used to determine the eligibility of referral. It is used to group referred receivables into separate files. A different client number may be assigned (MVA to provide) However, if a different Client Number is assigned to referred receivables under the threshold amount, later adjustments that increase the amount above threshold will not change the original Client Number.
Manual Referral of Multiple Receivables for the same customer:	When searched by Soundex, multiple receivables may be located. User is required to review individual receivables before any manual referral. The System will apply data such as Bankruptcy information or Death information to all receivables selected subject to user confirmation.

Note: The business rules for flag release takes into consideration the CCU fee balance. If the case is paid in full and the CCU fee balance is not paid, the flag release will be prohibited. CCU fee must be paid in full before flags are released.

CCU Module Profile

Data	Description	Initial Value
CCU Referral Threshold	Used to group receivables into separate CCU referral files.	\$30*
CCU Referral Fee % for Auto Referral and Forced Referral		17%*
CCU Referral Fee % for Voluntary Referral		9%*

*The change of value will NOT apply retroactively.

CCU Abatement Code Profile

Abatement Code	Description	Adjust Balance to Zero	Remove Suspension
ACD	Abate-Court Decision		
ACE	Abate-Client Error		
ACF	Abate Corp Charter Forfeited		
ACT	Active Account	N	N
ADB	Abate-Discharge in Bankruptcy	Y	Y
AND	Deceased No Assets or Estate	Y	Y
AET	Abate-Exceeded time, estate		
AID	Abate-Inadequate Documentation		
AMN	Amnesty		
ANF	Abate-Debtor has no fund		
ANL	Abate-no liability		
AOA	Abate-outside agency efforts nonproductive		
ARO	Active return from outside agency		
ASI	Abate-Best interest of State		
AUL	Abate-Unable to locate		
AUP	Uneconomical to pursue	N	N
CAN	Account cancelled by agency request		
CPO	Central Payroll offset		
DIA	Disputed / Information requested		
DUP	Duplicate listing		
EFT	Exclude from trip		
FW3	Active/forwarded to 2nd		
FW5	Active/forwarded to PAYCO		
FW6	Active/forwarded to RESNICK		
FPF	Forward paid in full		
FW8	Act/Fwd to FCA after 7-1-88		
FW9	Act/Fwd to NCMC		
GAA	Government Agency account		

GAO	General account offset		
HAB	Hold for abatement decision		
HAC	Hold for abatement – Return FCA under \$1,000		
HAD	Hold for abatement – Return FCA over \$1,000		
HBF	Hold-Debtor bankruptcy filing		
HBR	Hold- Back-up request from client		
HCR	Hold Credit Reporting		
HOP	Hold on appeal		
HSC	Hold-Student loan cancellation		
HSD	Hold-Student loan deferment		
HSE	House		
HUE	Hold Unemployed		
LBD	Legal –Bankruptcy / discharge	Y	Y
LBP	Legal-Bankruptcy/decision pending	N	Y
LE1	Legal –Assigned to attorney		
LE2	Legal –Assigned to attorney		
LE3	Legal –Assigned to attorney		
LE4	Legal –Assigned to attorney		
LE5	Legal –Assigned to attorney		
LEC	Legal-Estate claim/court claim filed		
LED	Legal-Estate claim/notice death		
LEG	Legal action taken		
LFW	Legal-Referred to outside agency		
LGA	Legal-Post judgment garnishment/active		
LGR	Legal-Post judgment garnishment/recommended		
LJG	Legal-suit/judgment granted		
LJI	Legal-post judgment/interrogatories/examination		
LJL	Legal JMT lien		
LOL	Liability offset late		
LOP	Liability offset payment		
LPF	Legal Paid-in-full		
LPP	Legal suit/payment plan		
LSF	Legal-settlement-in-full		
LSP	Legal-Suit/Preparation		
NOR	No response to efforts		
PAG	Paying agency		
PAY	Payment plan in effect		
PIF	Paid-in-full		
PPL	Payment plan late		

PPP	Payment promised		
PRD	Payment refused by debtor		
PTC	Paid to client		
ROL	Return to outside agency loan		
RSJ	Return to school / judgment		
RSU	Return to school / uncollectible		
SIF	Settled-in-full	Y	Y
SKIP	Skip-tracing for location		
SSM	Amt too small for legal		
SSR	Soldiers and sailors relief		
STA	Statute of limitations expired		
SUS	Debtor has no assets or income		
URP	Uncollectible/representative payee		
USA	Uncollectible/Judgment awarded		

The ARS must allow for indication of which Chapter Bankruptcy has been filed under CCU Abatement Codes ADB, LBD and LBP.

Use Bankruptcy Type defined in 9.1.5 Data Element. Additional Abatement Codes will be provided by A&FS before development of CCU modules.

2.1.3.4.3. Direct Access Records System (DARS)

DARS Data Elements

1	Subscriber ID	Imported from mainframe. Mainframe maintains Subscriber database.
2	Invoice Amount	Imported from FTP files. Equal to the same of inquiry charge, and adjustment.
3	Invoice Date (= 1 st Notice Date)	Date of Invoice, imported from mainframe generated FTP files.
4	Number of Inquiries	Imported from mainframe FTP files.
5	Subscriber Name	Name of Subscriber, maintained by mainframe application
6	Subscriber Address	Address of Subscriber, maintained by mainframe application
7	Charge per Inquiry	Manually select from drop box. Charge may vary by subscribers.
8	Monthly Equipment Charge	Manually entered, per mainframe DARS invoices
9	Adjustment	Manually entered, per mainframe DARS invoices
10	Billing Month	Manually entered, per mainframe DARS invoices
11	Inquiry Total	System calculated = Charge per Inquiry x Number of Inquiries
12	Amount Due	System calculated total = Inquiry Total + Adjustment
13	Unpaid Balance	As printed on the IBM invoices. NOT to be calculated by ARS
14	Case Note	Manually entered
15	Agency Object Code	Refer to Application Profile 11.1 6502 DARS Non – Certified 6502 Adjustments
16	TTP	Defined in the Type of Services / Products, Application Profile 11.1
17	Hold 2 nd Notice	Check box to hold 2 nd Notice
18	Hold CCU	Check box to CCU Referral
19	CCU Referral Date	Date case referred to CCU
20	CCU Debtor Number	Assigned by CCU served as confirmation for case referred

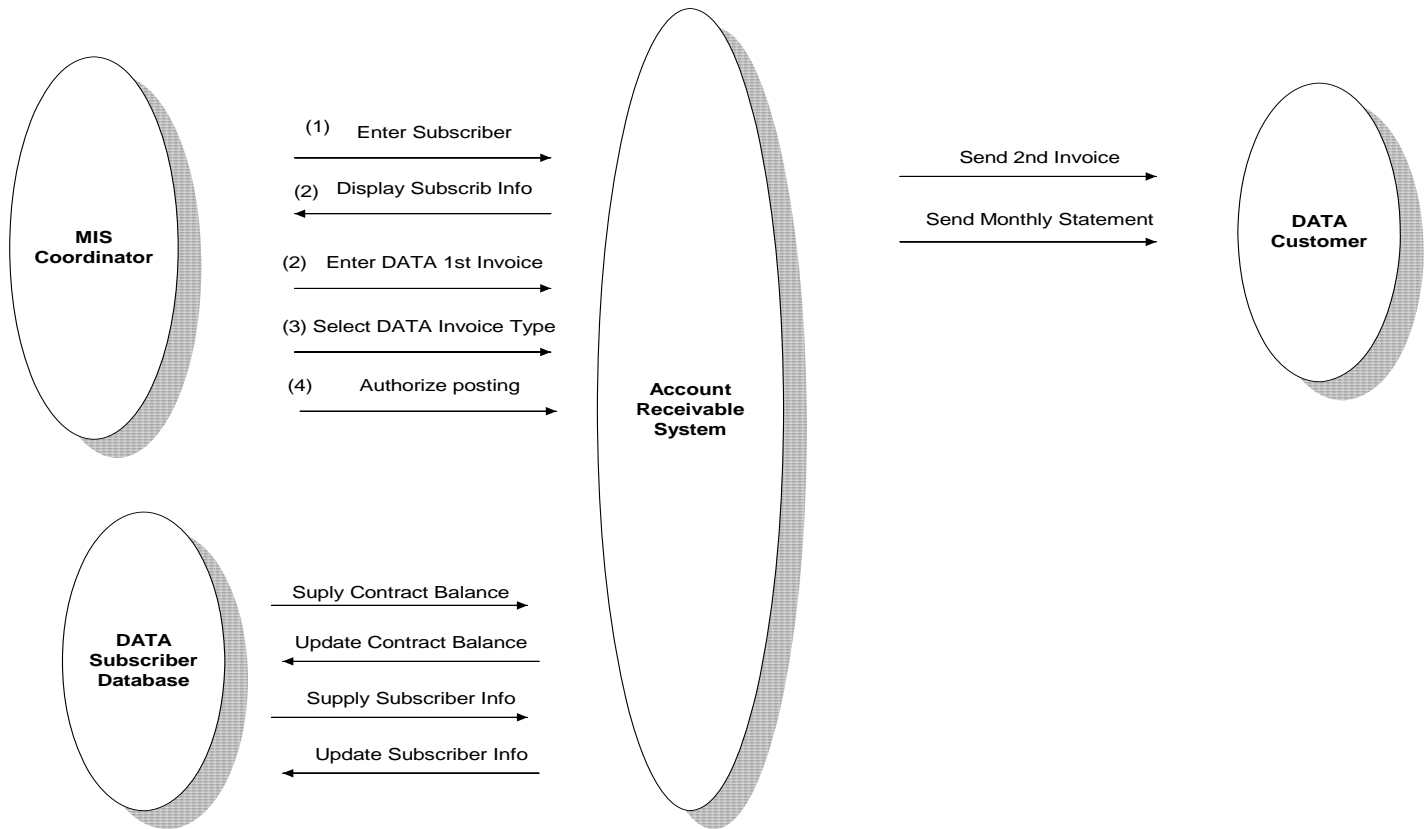
21	CCU Status Code	Imported or updated
22	Post Date	Date transaction posted
23	Transaction Date	Date of transaction
24	Service Charge Option	Default Value is NO.

DARS Business Rules

File Format	Text (.txt) file record format to be provided
Upload Routine	ARS must provide an upload routine to rename and upload files transmitted from mainframe.
Subscriber Table	Driver Records Unit will maintain subscriber table (SUBSCRIBER DATA), data layout to be supplied. ARS must access the table for subscriber information.
Revenue Distribution	No revenue distribution at receivable set up. Credit to Agency Objects Code when collected by POS via TTP.
Notice Start Date	Invoice Date as per 1 st Invoice generated by MVA Data Center
Notice Rule	1 st Notices are generated and sent by MVA Data Center. ARS must have the ability to maintain template of first notice format and generate duplicate first notice. Do not generate 2 nd Notice (Jan 8, 2003).
Delinquency Summary / Detail	Refer to Report Section 14.1.2. Generate delinquency summary of accounts 45 days past due on demand.
Bond Amount	Maintained by mainframe application. Generate Open Invoice Total Exceeds Bond Amount report upon demand. Refer to Report Appendix 14.1.2.
Service Charge Option	Not applicable
Restoration Fee	Not applicable
Suspension Rule	Not applicable
Hold 2 nd Notice	YES. 2 nd Notice will be issued by mainframe application.
Hold CCU	YES. Account closure referred to source of AR. If flag is deleted, proceed to CCU.
Inquiry / Transaction	Save number of inquiries as reported through IBM file for statistic purposes

DARS Module Profile

Data	Description	Initial Value
Charge per Inquiry	To be used to calculated amount due	User maintained Multiple values



2.1.3.4.4. Miscellaneous Receivables

Miscellaneous Receivables Data Elements

1	Subscriber ID	6 alphanumeric characters, maintained by MVA Accounting and MIS
2	Subscriber Name	Company name
3	Subscriber Address	Address of subscriber
4	Mail-to Attention	Customer contact person
5	Contract Number	Established by MIS coordinator
6	DATA Service or Product	Advance Payment (including deposit) Record Sales (output and labels)
7	Cost per Record	Used to calculate amount due and for invoice description
8	Number of Records	Used to calculate amount due and for invoice description
9	Invoice Amount	Calculated total amount due
10	DATA Invoice Type	1.Regular Invoice (POS Invoice) 2.Draw Down Invoice (invoice against DATA customer advance payment)
11	Type of Service / Product Agency Object Code	Refer to Application Profile 11.1 7690 Sales of Public Listing

12	TTP	To be assigned by POS Administrator
13	Weekly Billing Amount	Amount to be accrued weekly
14	Number of Weeks to Bill	To be used to calculate billing end date
15	1st Billing Week End Date	The last date of the first billing week
16	Last Billing Week End Date	The last date of the last billing week
17	Hold 2 nd Notice	Indicate whether to hold 2 nd Notice
18	Hold CCU	Indicate whether to hold CCU Referral
19	Case Note	For other information such as phone number, phone conversation, etc.
20	CCU Referral Date	Date case referred to CCU
21	CCU Debtor Number	Assigned by CCU served as confirmation for case referred
22	CCU Status Code	Imported or updated for cases in court
23	Post Date	Date transaction posted
24	Transaction Date	Date of transaction
25	Service Charge Option	Indicate whether to assess Service Charge
26	1st Notice Date	= Invoice Date. Date of 1 st Notice
27	2 nd Notice Date	Date of 2 nd Notice
28	Conversion Balance	Beginning balance of contract at conversion (carry over of advance payment)
29	Contract Expiration Date	Manually entered through Subscriber Maintenance, for reference only.
30	Minimum Deposit	Manually entered through Subscriber Maintenance, for reference only.
31	Invoice Number	Deleted February 12, 2003. Using of the ARS number is sufficient for Auditing purposes.
32	Contract Balance Adjustment Reason	Adj – Forfeiture Adj – Transfer Adj – Refund Adj – Other (Insert Reason)

Miscellaneous Receivables Business Rules

Revenue Distribution	Do not generate revenue distribution at receivable set up. When collected, credit to Agency Object 7690 via TTP.
Notice Rule	1 st Notice – entered and generated by MIS Coordinator 2 nd Notice – at least 35 days after the 1st Notice Date (refer to DATA Module Profile 4.1.5) if Hold 2nd Notice is set to NO. Manual initiation of notice generation process is required.
Service Charge Option	Not applicable
Suspension Rule	Not applicable

Restoration Fee	Not applicable
Hold 2 nd Notice	Default to NO
Hold CCU	Default to YES. Account closure referred to source of AR
Record Sales	No distinction needed for output and record sales
Subscriber ID	MIS users will maintain DATA subscriber ID.
Contract Number vs. Invoice Number	<p>The System tracks each contract by its contract number. Every invoice should associate with a contract number.</p> <p>ARS number is used for invoice tracking. The invoice number previously printed on the DATA invoices is eliminated and replaced by ARS number.</p>
Advance Payment vs. Payment for Record Sales	<p>No distinction needed for Advance payment, deposit and contract fee. The treatments for Advance Payment and Record Sales, however, vary: If invoice is for Advance Payment, ARS must add the Deposit Amount to Contract Balance at the time invoice is posted.</p> <p>If invoice is for record sales, ARS must prompt user to select “<i>Regular Invoice</i>” or “<i>Draw Down Contract Balance</i>” if ARS finds balance under the SAME contract number.</p> <p>If <i>Regular Invoice</i> is selected, the System processes this invoice like a normal ARS invoice. The invoice will be left open for payment. If <i>Draw Down Contract Balance</i> is selected, the System must reduce the Contract Balance for the particular contract by the invoice amount and closes out the invoice. A separate Adjustment Type, <u>DATA advance payment earned</u>, must be assigned to distinguish this type of payment.</p> <p>If the balance of Advance Payment is less than the invoiced amount, the System must reduce the invoiced amount by the balance. Invoice must then be generated for the remaining balance.</p>
Refund of Deposit and Advance Payment	Refund is processed through Accounts Payable. An adjustment function will be available to adjust the remaining balance of a contract. The adjustment function does not affect revenue recognition. The revenue is adjusted at point of refund.
Forfeit of Balance	
Refund Carry Over	Balance carried over to different contract is done through transferring contract balance from an old contract to a new contract. Refund carry over does not affect revenue recognition.
Weekly Billing	<p>A special billing function is available for DATA customers (currently 4 customers) to accrue weekly billing (currently \$225/week). Actual statements are sent out to subscribers on a monthly basis, which include activities for that given month.</p> <p>The System will use the same ARS number for all the weekly invoices under the same contract distinguished by billing due date. Creating POS Items for cashiering is similar to processing partial payments. CSR creates POS Item according to amount tendered. ARS must automatically append two digits to an ARS Number to track collection.</p>

	<p>Statement needs to be manually selected to print to local printer.</p> <p>Upon entering a new weekly billing schedule, the System must automatically generate invoices up to the beginning of the following month, which is the next scheduled run date. After that point, the System must generate on the 1st of every month for the entire month; however, no weekly invoices are sent to the customers. Weekly billing is tracked by the ARS Number, Contract Number, and Subscriber ID.</p>
Edit Weekly Billing	Since billings are generated automatically on the first day of each month, editing the billing amount will not retroactively adjust the invoices already issued. Manual adjustments (either increase or decrease) are necessary.
Terminate Weekly Billing	Last Weekly Billing End Date must be entered to terminate weekly billing. When Billing End Date is reached, the System must terminate automatic billing process regardless of number of weeks left to bill.

Miscellaneous Receivables DATA Module Profile

Data	Description	Initial Value
1 st Notice / Invoice Date	# of days after post date	0
2 nd Notice Date	# of days after 1 st Notice	35
CCU Referral Date	# of days after 2 nd Notice	31

2.1.3.4.5. System Generated Notices / Reports

Process	Output/Report	Description	Output Data
Returned Check	Returned Check Transmittal (Batch Report for Check Packet)	Generated for each returned check batch at time of batch posting	Post Date Debit Advice Date Debit Advice No. Source –Debit Advice Number of Checks Returned Debit Advice Batch Total Batch Adjustment(s) ARS Number. Check Writer's Name Beneficiary Name Returned Check Principal Totals – Principal, Service Charge, and Case
	Receivable Detail Sheet	Generated for each returned check at time of batch posting or on	ARS Number Check Writer's Name Check Writer's Address Check Writer's Soundex

		demand	Check Writer's DOB Beneficiary Name Beneficiary Soundex Beneficiary SSN Beneficiary DOB Returned Check Type Reason for Payment Revenue Distribution Category Revenue Distribution Amount Service Charge Payment History Total
	Batch Revenue Distribution Summary	Generated for each returned check batch at time of batch posting	Amount by Revenue Category Batch Total
	Batch Revenue Distribution Detail	Generated for each returned check batch at time of batch posting (printed to Excel file)	ARS Number Amount by Revenue Category and by receivable Returned Check Principal Total
	State Treasurer Transmittal	Generated to file for each returned check batch at time of batch posting	Check Writer's Name Check Amount-Wrong Agency Check Wrong Agency Check Other Batch Adjustments Customized Notice Field Note: User needs to manually enter related R* Number.
	Duplicated Payment Notice	Generated for each returned check batch at time of batch posting	ARS Number Owner Name Check Number Check Amount Payment Reason
	Notice to Owners of Vehicles – Dealer Returned Check	Generated for each returned check batch at time of batch posting	Owner Name Owner Address
	1 st Notice	Generated overnight at OIR after batch posting for all cases	ARS Number Notice Date Suspension Date Beneficiary Name Beneficiary Address Returned Check Amount

			Service Charge Total Due Amount Due after Suspension Check Drawn Bank Reason for Payment Returned Reason
	Partial Payment Letter	Generated overnight for all cases paid partially that day	Letter Date ARS Number Owner Name Owner Address Outstanding Balance
	Suspension Notice (2 nd and Final Notice)	Generated overnight for suspended cases	Same with 1 st Notice + Outstanding Balance
Credit Card	1 st Notice	Upon posting of credit card receivable	ARS Number Date of Notice Beneficiary Name Beneficiary Address Location Type of Service Credit Card Type Last 4 digits of credit card Service Charge, if any Amount Due Customized Notice Field
Credit Card	Final Notice	According to Notice Schedule	Same as 1 st Notice without Customized Notice Field
DARS	1 st Notice	Overnight after Notice Print function is selected	ARS Number Invoice Date Subscriber ID Subscriber Name Number of Inquiry Charge per Inquiry Billing Period Adjustment Unpaid Amount Total Amount Due
DARS	Final Notice		Same as the 1 st DAR notice
DATA	1 st Notice	Manually initiated by user	ARS Number / Invoice Number Invoice Date Subscriber ID Subscriber Name Subscriber Attn-to Subscriber Address Contract Number Type of Service (Advance Payment/

			Deposit or Record Sales) Charge per Inquiry Number of Inquiry Amount Due
DATA	2 nd and Final Notice	Manually initiated by user	Same as DATA 1 st Notice
Misc. Excise Tax	1 st Notice	Upon posting	ARS Number Customer Name Customer Address Beneficiary Name Beneficiary Address Title Purchase Price % Tax Total Tax Amount Collected Amount Due Customized Notice Field
Misc. Excise Tax	Final Notice	According to Notice Schedule	Same as Misc. Excise Tax 1 st Notice
Misc. Revenue Due	1 st Notice	Upon posting	ARS Number Customer Name Customer Address Title Type of Service Fee Due Amount Collected Amount Due
Misc. Revenue Due	Final Notice	Upon posting	Same as Misc. Revenue Due 1 st Notice
Misc. Personnel	1 st Notice	Up According to Notice Schedule on posting	ARS Number Employee Social Security Employee Name Employee Address Number of Hour Hourly Rate Amount Due
Misc. Personnel	Final Notice	According to Notice Schedule	Same as Misc. Personnel Due 1 st Notice
Misc. Others	1 st Notice	Upon posting	ARS Number Customer Name Customer Address Customized Notice Field Amount Due
Misc. Others	Final Notice	According to Notice Schedule	Same as Misc. Others 1 st Notice

ICD CASES ONLY	CCU Referral Notice	Generated overnight 30 days prior to referral	Notice Date ARS Number Beneficiary Name Beneficiary Address Outstanding Balance
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2.1.3.4.6. On-demand Management Reports

Report Title	Selection Criteria	Description	Output Data / Column
Summary Combined Deposit Analysis	Receipt Date Range	Summary of returned check receipts by receipt date range	Account (e.g. 01.11.01Y?) Description (e.g. Excise Tax) Sub total by Agency Object Codes & TTP's Total
Detailed Deposit Analysis	Receipt Date Range	Details of returned check receipts by receipt date range	ARS Number Agency Codes Amount collected by Agency Codes & TTP's
Returned Check Customer List	Case Create Date (Post Date) Range	Detail listing of current outstanding returned check receivables	ARS Number Check Writer's Name Beneficiary Name Current Balance
Receivable Detail Sheet	Receivable Number	Detailed information Regarding to a receivable	Varies by receivable. Include basic information regarding a receivable and payment history.
Trial Balance Less Partial Payments	Receivable Date Range Receipt Date Range	Detail listing of current outstanding returned check cases with payment info	ARS Number Check Writer's Name Beneficiary Name Original Case Amount Amount Paid Current Balance
Summary Distribution by Source Report	Returned Check Post Date Range	Summary of returned checks by revenue Category	Account Description Amount Agency Object(s)
Distribution by Source Code	Returned Check Post Date Range	Detailed distribution of returned check by Revenue Category	ARS Number Check Amount Amounts by Revenue Categories
DARS Ledger	DARS ID Date Range	Detailed listing of transactions (invoicing and payment) by Subscriber ID for	DARS Subscriber ID Subscriber Name Date Transaction Description Invoice Amount

		the specified period	Payment Amount Adjustment Amount Balance
DARS Delinquency Summary / Detail	Report Date	Summary and detailed Listings of DARS invoices over 45 days Sorted by subscriber ID	DARS Subscriber ID Subscriber Name ARS Number Invoice Date Past Due Amount
DARS Open Invoice Total Exceeds Bond Report	Report Date	Listing of Subscriber with total outstanding invoices exceeding bonding amount	Subscriber ID Subscriber Name Bond Amount (retrieved from mainframe) Total Open invoices
DATA Ledger (Monthly Statement)	DATA Subscriber ID Date Range		DATA ID DATA Subscriber Name Date Transaction Description Contract Number ARS Number Invoice Amount Payment Amount Adjustment Amount Balance
Program 99 RECON	Returned Check Post Date Range Reconciled Items / Open Items / Both	List of Returned Check Batch and Batch Adjustments	Batch # Debit Advice Date Calc. Batch Total Adjustment Total Program 99 Adj
Program 34 RECON (only if POS can provide branch and OP ID)	Cash Receipt Date Range	Collection for Returned Check by Date Branch Code and OP ID	Cash Receipt Date Group by Index No. Total
Program 42 RECON	Cash Receipt Date Range (Sort by ARS Number)	MVA Collection of CCU Referred Cases	Cash Receipt Date ARS Number Amount collected by Client No. CCU Fee Collected
CCU Collection RPT	Receipt Date Range (Sort by Receipt Date)	Payment Collected by CCU	Cash Receipt Date ARS Number Amount Collected by Client No
Debt Adjustment RPT	Payment / Adjustment Date Range	Payment Collected by MVA or Adjustment made	Receipt / Adjustment Date ARS Number Amount
Hold CCU Notice Report	Date Range	List of accounts on hold	Notice Type Date Hold Notice requested

			User ID
CCU Acknowledgement	Date Range	List of receivables referred to CCU but with no Debtor number	ARS Number CCU Referral Date

As applicable, any created reporting documents must include user-id, date and time.

2.1.3.4.7. **Miscellaneous Revenue Due**

Miscellaneous revenues may be due to errors made in the calculation of fees: Sticker, Registration, Renewal Fee, Vehicle Weight S/B +3700 instead of –3700, Temporary Tag Fee, Driver’s License, Title, etc.

Excise Tax - Data Elements

Customer Name	Name of customer
Customer Address	Address of customer
Title	Title of vehicle
Type of Service / Product (Reason for Payment)	Refer to Application Profile 11.1
Fee Due	The correct amount of fee as recalculated
Amount Collected	Amount previously collected from the customer
Amount Due	Fee Due less Amount Collected
Service Charge Option	Indicate whether to assess Service Charge Default: No
Revenue Distribution	No revenue distribution at receivable setup. When revenue is collected, credit amount to Agency Object Code 8200 by POS via TTP.
Revenue Amount	Amount to be credited to revenue when collected
Agency Object Code	Refer to Application Profile 11.1 8200 Revenue Due Collected
TTP	To be assigned by POS Administrator
Customized Notice Field	Text to be inserted into notices. System provides standard wording.
Hold 2 nd Notice	Indicate whether to hold 2 nd Notice. Default: No
Hold CCU	Indicate whether to hold CCU Referral. Default: No
CCU Referral Date	Date case referred to CCU
CCU Debtor Number	Assigned by CCU served as confirmation for case referred
CCU Status Code	Imported or updated for cases in court
Post Date	Date transaction posted
Transaction Date	Date of transaction
1 st Notice Date	Date of 1 st Notice
2 nd Notice Date	Date of 2 nd Notice

Excise Tax – Business Rules

Service Charge Option	Default to no service charge
Notice Rule	Generate 2 nd Notice sent 31 days after 1 st Notice
Suspension Rule	31 days after 1st Notice if not paid in full
CCU Referral	Refer to CCU 31 days after 2 nd Notice

Personnel/HR Related - Data Elements

Employee Social Security Number	Social security number of employee
Separation Date	Separation date of employee being billed if applicable
Employee Name	Name of employee
Employee Address-Street	Address of employee
Customized Notice Field	Text to be inserted in notices. System provides standard wording. e.g. Your last day of employment was <date>. However your leave was overdrawn as follows, etc.
Leave Overdrawn	Sick Annual Others (Fillable)
Number of Hours	Number of hours to be billed
Hourly Rate	Rate per hour
Amount Due	Number of Hours X Hourly Rate
Service Charge Option	Indicate whether to assess Service Charge Default: No
Revenue Distribution	No revenue distribution. Budgetary Credit.
Revenue Amount	Amount Credited to revenue when collected
TTP	To be assigned by POS
Hold 2 nd Notice	Indicate whether to hold 2 nd Notice. Default: No
Hold CCU	Indicate whether to hold CCU Referral. Default: Yes
CCU Referral Date	Date case referred to CCU
CCU Debtor Number	Assigned by CCU served as confirmation for case referred
CCU Status Code	Imported or updated for cases in court
Post Date	Date transaction posted
Transaction Date	Date of transaction
1 st Notice Date	Date of 1 st Notice
2 nd Notice Date	Date of 2 nd Notice

Personnel/HR Related – Business Rules

	Miscellaneous personnel is a budgetary item not to be collected or deposited by the miscellaneous cashier. The purpose of adding this type of miscellaneous receivable is to keep track of outstanding receivables and to send notices. Once
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	collected, the receivable needs to be manually adjusted to zero.
	When selecting a miscellaneous personnel case for payment, the system will pop up message “Budgetary Credit Item. See A/R Section Representative.”
Service Charge Option	No service charge
Notice Rule	Generate 2 nd Notice sent 31 days after 1 st Notice
Suspension Rule	No suspension
CCU Referral	Default to no CCU referral
	Although Misc. Personnel and Restitution are captured in ARS application, they are not considered as receivables and will not be included in general ledger entries. Money due will not be collected through cash posting module or POS. Both are included for generation of notices and stats only and will be reflected in all reports separately from standard ARS transactions.

Other Miscellaneous Revenue Due – Data Elements

Customer Name	Name of Customer
Customer Address-	Address of Customer
Missing Check Description	Yes to invoke missing check notice
Customized Notice Field	To be inserted in notices.
Amount Due	Amount Due
Service Charge Option	Indicate whether to assess Service Charge Default: No
Revenue Distribution	No revenue distribution at receivable set up
Revenue Amount	Amount credited to revenue when collected by POS
Agency Object Code	8200 Revenue Due Collected
TTP	To be assigned by POS Administrator
Hold 2 nd Notice	Indicate whether to hold 2 nd Notice. Default: No
Hold CCU	Indicate whether to hold CCU Referral. Default: No
CCU Referral Date	Date case referred to CCU
CCU Debtor Number	Assigned by CCU served as confirmation for case referred
CCU Status Code	Imported or updated for cases in court
Post Date	Date transaction posted
Transaction Date	Date of transaction
1 st Notice Date	Date of 1 st Notice
2 nd Notice Date	Date of 2 nd Notice

Other Miscellaneous Revenue Due – Business Rules

Service Charge Option	Default to No service charge
Notice Rule	Generate 2 nd Notice sent 31 days after 1 st Notice
Suspension Rule	Suspension Default depends on Type of Service provided: Refer to Application Profile 11.1 for Suspension Default

CCU Referral	Refer to CCU 31 days after 2 nd Notice
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Robbery Recovery – Data Elements

Customer Name	Name of Customer
Customer Address-	Address of Customer
Customized Notice Field	To be inserted in notices.
Check Number	As shown on deposit record
Drawn Bank	Returned Check Module Profile 1.1.5
Date of Service	Date service provided
Type of Service / Product	Application Profile 11.1
Amount Due	Amount of check
Service Charge Option	Indicate whether to assess Service Charge Default: No
Revenue Distribution	No revenue distribution at receivable setup.
Revenue Amount	Amount credited to revenue when collected by POS via TTP
Agency Object Code	Revenue Due Collected
TTP	To be assigned by POS Administrator
Hold 2 nd Notice	Indicate whether to hold 2 nd Notice. Default: No
Hold CCU	Indicate whether to hold CCU Referral. Default: Yes
CCU Referral Date	Date case referred to CCU
CCU Debtor Number	Assigned by CCU served as confirmation for case referred
CCU Status Code	Imported or updated for cases in court
Post Date	Date transaction posted
Transaction Date	Date of transaction
1 st Notice Date	Date of 1 st Notice
2 nd Notice Date	Date of 2 nd Notice

Robbery Recovery – Business Rules

Service Charge Option	No service charge
Notice Rule	Generate 2 nd Notice sent 31 days after 1 st Notice
Suspension Rule	Refer to Application Profile 11.1 for default t depends on Type of Service provided.
CCU Referral	Default to no CCU referral

Receivable Maintenance Data Elements

Financial Adjustment	<p>For Adjustments that involve balance due:</p> <p>Adj - Balance under threshold W/O</p> <p>Adj – Service Fee Adj reason refers to Application Profile 11.1</p> <p>Adj – Invoice Error</p> <p>Adj – Re-distribution</p> <p>Adj – CCU Abatement</p> <p>Adj – CCU Payment</p> <p>Adj – DATA Advance Payment Earned (DATA Invoicing function, not available for manual adjustment)</p> <p>Adj – DATA Transfer Contract Balance (Rollover – DATA Contract Maintenance function, not available for manual adjustment)</p> <p>Adj – Misc. Personnel Receivable (to close ARS balance)</p> <p>Adj – Other (insert reason)</p>
Notes	For adjustment reasons

Receivable Maintenance Business Rules

Rule for Editing System Assigned Data fields	No edit is to be allowed for System assigned data such as ARS Number and Batch Number.
Rule for Editing Revenue Distribution if no payment has been applied	<p>The reversing distributions and new distributions will be posted on the day of edit. The reversing and correcting entries will show up as two separate transactions.</p> <p>For example: A returned check originally charged to Registration Fee is changed to Driver License Renewal. Registration is credited for the reversal and Driver License Renewal is charged.</p>
Rule for Editing Distribution If payment has been applied (full or partial)	No editing of revenue distribution is to be allowed if the System has recorded full or partial payment. User documents in the memo section. Manual entry is required to correct ledger.
Rule for Deleting posted Receivables	Deleting posted receivables is not allowed. Instead, use appropriate adjustment codes to adjust the receivable balance.
Right to Edit – Non Financial Fields	Only ARS CA and ARS supervisor can edit non-financial field such as name and address. System must record edit history.
Right to Make Financial Adjustments	ARS supervisors and ARS System Administrators may make monetary adjustments. CSR may only adjust service and restoration fee.

	No adjustment is to be posted to FMIS as the result of any adjustments.
Reversal – Returned Check Receivable	If the receivable is set up in error. ARS supervisor may reverse the receivable. This will result in adjustment to FMIS. The original revenue categories will be credited e.g., A wrong agency returned check case is set up as a regular returned check case. The case may be reversed.
Reversal – Receivables other than Returned Check	Other than Returned Check, reversal of any type of receivable will not result in adjustment to FMIS since no revenue charge is done initially, unless applicable.
Security Measure	The System must forbid setting up and adjustment of a receivable by the same user.
Edit Statistic	The System must record all edits to the case note and track edits by user and branch. (Statistical edit categories to be specified by Accounting)
Suspension Release / Reset	Manual suspension is required if an adjustment results in increase of balance due from a previously paid off case.

The below two tables summarize treatments of adjustments for posted receivables

Adjust Receivable Amount

Scenario	Type of Receivable	How to Adjust	FMIS Interface
Receivable set up correctly	Returned Check Other Receivables	Use the appropriate adj reasons to adjust the case balance	No FMIS entry
Receivable set up incorrectly, actual receivable s/b higher	Returned Check	Use the appropriate adj reasons to adjust the case balance	Manual FMIS entry Updated 03/20/03
Receivable set up incorrectly, actual receivable s/b lower	Returned Check	Use the appropriate adj reasons to adjust the case balance	Manual FMIS entry if applicable
Receivable set up incorrectly, actual receivable could be higher or lower	Other Receivables	Use the appropriate adj reasons to adjust the case balance	Manual FMIS entry if applicable

Adjust Receivable (Revenue) Distribution

Scenario	Type of Receivable	How to Adjust	FMIS Interface
Receivable set up correctly distribution in error no payment applied	Returned Check	Re-distribute	Generate FMIS entry to reclassify charge back.

Receivable set up correctly distribution in error no payment applied	Other Receivables	Re-distribute	No FMIS entry
Receivable set up correctly distribution in error payment applied	Returned Check	Re-distribution not allowed	No FMIS entry
Receivable set up correctly distribution in error payment applied	Other Receivables	Re-distribution not allowed	No FMIS entry

2.1.3.4.8. Interface with POS

Interface with POS Data Elements

Financial Adjustment	<p>For Adjustments that involve balance due:</p> <ul style="list-style-type: none"> Adj - Balance under threshold W/O Adj – Service Fee Adj reason refers to Application Profile 11.1 Adj – Invoice Error Adj – Re-distribution Adj – CCU Abatement Adj – CCU Payment Adj – DATA Advance Payment Earned (DATA Invoicing function, not available for manual adjustment) Adj – DATA Transfer Contract Balance (Rollover – DATA Contract Maintenance function, not available for manual adjustment) Adj – Misc. Personnel Receivable (to close ARS balance) Adj – Other (insert reason)
Notes	For adjustment reasons

Interface with POS Business Rules

Rule for Editing System Assigned Data fields	No edit is to be allowed for System assigned data such as ARS Number and Batch Number.
Rule for Editing Revenue Distribution if no payment has been applied	<p>The reversing distributions and new distributions will be posted on the day of edit. The reversing and correcting entries will show up as two separate transactions.</p> <p>For example: A returned check originally charged to Registration Fee is changed to Driver License Renewal. Registration is credited for the reversal and Driver License Renewal is charged.</p>
Rule for Editing Distribution If payment has	No editing of revenue distribution is to be allowed if the System has recorded full or partial payment. User documents in the memo section. Manual entry is required to correct ledger.

been applied (full or partial)	
Rule for Deleting posted Receivables	Deleting posted receivables is not to be allowed. Instead, use appropriate adjustment codes to adjust the receivable balance.
Right to Edit – Non Financial Fields	Only ARS CA and ARS supervisor can edit non-financial field such as name and address. System must record edit history.
Right to Make Financial Adjustments	ARS supervisors and ARS System Administrators may make monetary adjustments. CSR may only adjust service and restoration fee. No adjustment will be posted to FMIS as the result of any adjustments.
Reversal – Returned Check Receivable	If the receivable is set up in error. ARS supervisor may reverse the receivable. This will result in adjustment to FMIS. The original revenue categories will be credited e.g. A wrong agency returned check case is set up as a regular returned check case. The case may be reversed.
Reversal – Receivables other than Returned Check	Other than Returned Check, reversal of any type of receivable will not result in adjustment to FMIS since no revenue charge is done initially, unless applicable.
Security Measure	The System will preclude setting up and adjustment of a receivable by the same user.
Edit Statistic	The System will record all edits to the case note and track edits by user and branch. (Statistical edit categories to be specified by Accounting)
Suspension Release / Reset	Manual suspension is required if an adjustment results in increase of balance due from a previously paid off case.

The below two tables summarize treatments of adjustments for posted receivables

Adjust Receivable Amount

Scenario	Type of Receivable	How to Adjust	FMIS Interface
Receivable set up correctly	Returned Check Other Receivables	Use the appropriate adj reasons to adjust the case balance	No FMIS entry
Receivable set up incorrectly, actual receivable s/b higher	Returned Check	Use the appropriate adj reasons to adjust the case balance	Manual FMIS entry Updated 03/20/03
Receivable set up incorrectly, actual receivable s/b lower	Returned Check	Use the appropriate adj reasons to adjust the case balance	Manual FMIS entry if applicable
Receivable set up	Other Receivables	Use the appropriate	Manual FMIS entry if applicable

incorrectly, actual receivable could be higher or lower		adj reasons to adjust the case balance	
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Adjust Receivable (Revenue) Distribution

Scenario	Type of Receivable	How to Adjust	FMIS Interface
Receivable set up correctly distribution in error no payment applied	Returned Check	Re-distribute	Generate FMIS entry to reclassify charge back.
Receivable set up correctly distribution in error no payment applied	Other Receivables	Re-distribute	No FMIS entry
Receivable set up correctly distribution in error payment applied	Returned Check	Re-distribution not allowed	No FMIS entry
Receivable set up correctly distribution in error payment applied	Other Receivables	Re-distribution not allowed	No FMIS entry

2.1.3.4.9. Returned Check Processing and Revenue Distribution (FMIS)

Returned Check Data Elements

01	Debit Advice Date	Date shown on the bank Debit Advice or date of Treasurer's Debit and Credit Adjustments
02	Batch Number	Sequential numbers for returned check batches assigned by the System Batch format: YYYYMMDD99 (max. 99 batches a day).
03	Source of Debit Advice	Primary Bank Correspondent Bank e-check Other Source (insert Source)
04	Number of Checks Returned	As specified on Debit Advice
05	Debit Advice Batch Total	As specified on Debit Advice

06	Soundex	Soundex of Beneficiary (one primary and five secondary Soundex)
07	Beneficiary Name	Name of Beneficiary (one primary and five secondary names)
08	Beneficiary Address	Address of Beneficiary (one primary and five secondary addresses)
09	DOB	<p>Retrieved from mainframe if Soundex is provided, for Primary Beneficiary and Check Writer if the Primary Beneficiary and the Check Writer are separate individuals. (The Check Writer's DOB is required for CCU referrals).</p> <p>Soundex and DOB for check writer and all beneficiaries (primary and five secondary)</p> <p>Auto fills if MD soundex is available for check writer and all beneficiaries (primary and five secondary)</p> <p>Name and address information shall be updateable for check writer and all beneficiaries (primary and five secondary).</p> <p>Provide field to support multiple soundexes (cross references) for a check writer and all beneficiaries when the soundex is cross-referenced in the mainframe.</p> <p>Add additional Soundex (10 each, autofillable) and DOB data fields (auto fillable) for the Check Writer and each of the beneficiaries. The added Soundex fields are for Cross-referenced Soundexes.</p> <p>The system searches for the most current Soundex, name and address while generating notice batch and CCU referral files.</p> <p>Query is based on Soundexes (original and cross-referenced) to be stored in the ARS application only.</p> <p>User may manually add a cross-referenced Soundex.</p> <p>CCU referral file for returned checks:</p> <p>The 1st debtor is always the check writer.</p> <p>The 2nd debtor is the primary beneficiary if different from the check writer.</p> <p>The nature/cause of debt contains Soundexes/DOB of other beneficiaries.</p>
10	Vehicle Title Number	<i>Title Number of Vehicle</i> <i>Drop down menu for title numbers</i> Customer phone number added to data entry fields
11	Vehicle Tag	Tag Number of Vehicle (retrieved from Mainframe)
12	Vehicle Make	Maker of Vehicle (retrieved from Mainframe)

13	Vehicle Year	Year of Vehicle (retrieved from Mainframe)
14	Social Security Number	Of Primary Beneficiary, retrieved from Mainframe or manually entered
15	Check Writer Name	As shown on the returned check
16	Check Writer Address	As shown on the returned check
17	Check Number	As shown on the returned check
18	Debit Advice Check Amount	Check amount on Debit Advice
19	Actual Check Amount	Actual amount of returned check
20	Drawn Bank	Drop-down menu maintained by System Admin. (Refer to Module Profile 1.1.5.1):
21	Date of Service	Date service provided
22	Type of Service or Product (Reason for Payment)	Drop-down menu maintained by System Admin. Refer to Application Profile 11.1.
23	Returned Check Type	Drop-down box: <ul style="list-style-type: none"> • e-Check • Regular Returned Check • Duplicate Check --For stop payment check • Redeposit Check--For lack of endorsement Wrong Agency Check--For check not originally deposited by MVA No Revenue Distribution Check--For any checks if no receivable will be created and credit is due back from the State such as check shown on the Debit Advice but not returned (missing checks) or same check shown twice on the Debit Advice or State Adjustment Letter
24	Customized Notice Field	Text manually entered to be printed on letter to the State or customers
25	Mail-to Name	Used to generate customized letter for Returned Check Type: Wrong Agency, Duplicate Check, and No Revenue Distribution
26	Mail-to Address	Used to generate customized letter for Returned Check Type: Wrong Agency, Duplicate Check, and No Revenue Distribution
27	Return Reason	Drop-down menu. Refer to Module Profile 1.1.5.3
28	Dealer Flag	Check Box to identify dealer returned check
29	Dealer Fee	Check Box to indicate dealer has been paid, no process required.
30	SIF	Check Box to indicate Flag Override Authorized
31	Case Note	For other information such as phone number, phone conversation, etc.

32	Check Origination	RP (Registration Renewal) Manual E Check
33	*Intentionally left blank*	
34	Service Charge Option	Based on Return Reason Code. Refer to Module Profile 1.1.5.3 Return Reason Code Table.
35	Service Charge Waiver Reason	Refer to Application Profile 11.1
36	Batch Post Date	Date batch posted
37	Common Wrong Agency	Drop-down menu with Agency Number and Agency Name. Refer to Module Profile 1.1.5.1
38	Batch Status	Status of the Batch. The batch is not posted if value is Null. If posted, the field will be filled with batch post date.
39	Batch Adjustment Reason	Reason (could be multiple) why calculated total does not equal Debit Advice Total. The System will assign Batch Adjustment Number(s).
40	Batch Adjustment Amount	To reconcile calculated batch total with Batch Total corresponding to each Batch Adjustment Reason and Number.
41	Agency Object Code	Corresponding to Type of Services / Products. Refer to Application Profile 11.1
42	Revenue Amount	Amount charged back (allocated). Populated value based on Type of Services / Products (Agency Codes) selected. Permit user override. Refer to Application Profile 11.1
43	TTP	Set up by POS Administrator for each product to correspond to its appropriate Agency Object. Format A99999 (1 alpha character + 5 numeric character) Refer to Application Profile 11.1 Type of service / Product.
44	Suspension Default – Vehicle	Default value determined by Type of Services / Products. Refer to Application Profile 11.1
45	Suspension Default – Driving Privilege	Default value determined by Type of Services / Products. Refer to Application Profile 11.1
46	Hold 2nd Notice	Check box to hold 2nd Notice – Case Level
47	Hold 3rd Notice (e-Check)	Check box to hold 3 rd Notice – Case Level
48	Hold CCU	Check box to hold CCU Referral – Case Level
49	Force CCU	Check box to force immediate CCU Referral
50	CCU Referral Date	Date case referred to CCU
51	CCU Debtor Number	Assigned by CCU, served as confirmation for case referred
52	CCU Status Code or Date	Imported or updated only for cases in court
53	Post Date	Date transaction posted to bank or FMIS. The Post

		Date is the date transaction is posted to the eARS Application. It is mainly for returned check batch. Before posting, user may alter the amount, distribution, etc. After posting, transactions are adjusted based on the business rules for updates and adjustments.
54	Transaction Date	Date of transaction “@MVA”. The Transaction Date shall be within the ARS application and is designed to track user actions/events.
55	1st Notice Date	Date of 1st Notice
56	2nd Notice Date	Date of 2nd Notice
57	3rd Notice Date	Date of 3rd Notice for e-Check only
58	Order ID (e-Check)	14 Alphanumerical characters (reference only, no process related)
59	Taris-ID (e-Check)	Alphanumerical characters (reference only, no process related)
60	Hold Beneficiary CCU Referral	Check box to put a hold on CCU referral for beneficiary only. Hold CCU will withhold CCU referral on the case level.
61	Hold Co-Owner CCU Referral	Check box to put a hold on CCU referral for co-owner only.
62	Dealer Soundex	Optional field for reference only.

Returned Check Business Rules

Right to Select Unposted Returned Check Batch	Unposted batch may be selected by the user initiating the batch or by the ARS Supervisors (as defined in section 11.2: Security Level Setup).
Rule for Entering Returned Checks and Assigning ARS Numbers	All checks on the Debit Advice shall be entered. If Check is not returned, select No Revenue Distribution Check and fill in Customized Notice Field. The System will prompt for Mail-to Name and Address. If a check is returned but not on the Debit Advice, enter the check as a separate batch.
Electronic Transfer of Data	Returned check and e-Check data will be entered manually by users. Electronic transfer is not available at the completion of this design phase.
Rule to Calculate DR/CR Adjustment (when Actual Check Amount does not equal to Debit Advice Check Amount)	ARS automatically fills the Actual Check Amount with the Debit Advice Check Amount. If amount charged by bank differs from the Actual Check Amount, user needs to enter the Actual Check Amount. The difference will appear as a DR/CR adjustment on the State Transmittal. Show DR if the Actual Check Amount is greater than amount charged on the Debit Advice.
Auto-Fill Check Writer Name and Address	If Check Writer is the same as the Beneficiary of Services, ARS must automatically copy Check Writer Name and Address from the corresponding Beneficiary fields.
Add and Combine Accounts	This will NOT be an administrative function.

Consolidate History																						
Revenue Distribution	<p>The System prompts user for required revenue distribution and sets up receivables based on Check Type</p> <table><thead><tr><th>Ck Type</th><th>Require Distribution</th><th>Create Receivable</th></tr></thead><tbody><tr><td>e-Check</td><td>Y</td><td>Y</td></tr><tr><td>Regular Returned Ck</td><td>Y</td><td>Y</td></tr><tr><td>Duplicate Ck</td><td>Y</td><td>Y</td></tr><tr><td>Redeposit Ck</td><td>Y</td><td>Y</td></tr><tr><td>Wrong Agency</td><td>N</td><td>N</td></tr><tr><td>No Revenue Distribution Ck</td><td>N</td><td>N</td></tr></tbody></table> <p>Once posted, Check type cannot be altered. User needs to re-enter the check as a new case if a mistake has been made.</p>	Ck Type	Require Distribution	Create Receivable	e-Check	Y	Y	Regular Returned Ck	Y	Y	Duplicate Ck	Y	Y	Redeposit Ck	Y	Y	Wrong Agency	N	N	No Revenue Distribution Ck	N	N
Ck Type	Require Distribution	Create Receivable																				
e-Check	Y	Y																				
Regular Returned Ck	Y	Y																				
Duplicate Ck	Y	Y																				
Redeposit Ck	Y	Y																				
Wrong Agency	N	N																				
No Revenue Distribution Ck	N	N																				
Revenue Distribution Default Values	System Profile includes an effective date to populate charge back amounts with default values.																					
GL Posting Date	Receivables are posted (to FMIS) using the Actual Post Date, not the Debit Advice Date.																					
Notice Start Date	Based on Post Date																					
Notice Rule	<p>1st Notice – Initial Dunning generated on receivable Post Date (Notice includes Fee and Suspension Date)</p> <p>2nd Notice -1st Notice Date + # of days defined in Module Profile 1.1.5 (Case is suspended for manual and RP checks but not for e-Checks. Print CCU Referral Date on the notice.)</p> <p>For e-Checks, 1st notice may be a “nice” letter from MVA. If no payment is received, the e-Check case starts with the dunning notice process (therefore creating up to 3 notices for e-Checks).</p>																					
CCU Referral Rule	<p>For Returned checks and e-Checks: Controlled by Return Reason Code table in Module Profile 1.1.5.3.</p> <p>CCU Referral – 2nd Notice + Number of days defined in Module Profile 1.1.5.1</p> <p>For e-Check – 3rd Notice + Number of days defined in the Module Profile 1.1.5.2</p>																					
Suspense Rule	<p>1st Notice + Number of days defined in Module Profile 1.1.5.1 if assessment is not paid in full.</p> <p>2nd Notice + Number of days defined in Module Profile 1.1.5.2 for e-Checks.</p>																					
Service Charge Option-Returned Check	Default based on Reason Code 1.1.5.3. To waive service fee, user needs to select from Service Fee Waiver Reason. Refer to Application Profile 11.1.																					
Service Charge Option-e-Check	Default based on Reason Code. Refer to Module Profile 1.1.5.3 Return Reason Code table.																					
Service Fee Calculation	Assessed on 1st Notice. Refer to Application Profile 11.1 for fee																					

	calculation.
Restoration Fee	Add service charge only if suspension is imposed. Refer to Application Profile 11.1 for current assessment. If suspension is held, do not assess restoration fee.
CCU Referral Fee	Upon CCU referral, add % (defined in CCU Module Profile 9.1.7) of total referred amount (incl. Principal and service charge). Use the same TTP (Agency Code 8140) for Returned Check Revenue Distribution.
State Transmittal (on demand)	The System will save entries to file if: Check type is No Distribution or Wrong Agency The Actual Check Amount < or > Debit Advice Check Amount The letter is printed to designated file folder. Manual update of State Adjustment Date and Reference is necessary. Duplicated check – Stop Payment Flag triggers letters to customers not State transmittal.
Customized Notice Field	If customized letter is to be generated (including State Transmittal and customer letter for duplicate check), user may enter additional notice comment, which will be printed on the letter at posting along with the standard notice wordings.
Dealer Returned Check Case	Individual owners receive special notices, which do not contain case balance.
Dealer Soundex	An optional field for Dealer Soundex
Rules for Dealer Check	No suspension is imposed on individual vehicles involved. Dealers have their own Soundex numbers that may be suspended. Rules for Dealer Check are different for in-state and out-of-state Enter dealer check as one case and the vehicle owner(s) (may be more than one) as secondary beneficiary. A special flag for dealer check needs to be checked by user to invoke special handling of notices and suspension. Notices to the individual vehicle owners are different from the regular Dunning Notices and should not contain amount due. Suspension default should be set to NO for all vehicle owners.
Single Returned Check with Multiple Vehicles	Do not split returned checks for multiple beneficiaries or multiple vehicles. Depending on the revenue distribution category, the System sets the suspension default to all parties involved.
Single Returned Check with Multiple Fees	ARS must support printing of multiple services or products on the notices.
Partial Payment	Partial payment will not release suspension.
Suspension Default	Refer to Application Profile 11.1.
Hold Notice	If any of the Hold Notice box is checked, the System will not generate the next Notice or impose suspension. If the 2 nd Notice (3 rd Notice for e-Checks) is generated but the suspension default is set to NO, the System will not impose suspension. Therefore, no restoration fee will be assessed.
Hold CCU	If Hold CCU box is checked, the System will not refer case to CCU.
Hold CCU-Beneficiary or	If either box is check, the beneficiary involved will not be referred to CCU.

Co-owner	If both are checked, the entire case will not be referred.
Rule for Calculating Stats	Agency Stats are not collected for returned check cases.

Returned Check Module Profile

This entire section must be profile driven to permit system admin to adjust and maintained.

Data	Description	Initial Value
1 st Notice Date	# of days after post date to generate 1 st notice	0
2 nd Notice Date (Suspension Date)	# of days after 1 st Notice	31
CCU Referral Date	# of days after 2nd Notice.	61
Drawn Bank	<p>Bank the returned check or e Check is drawn</p> <p>A process shall be established that will allow the system admin to add new bank names. Name changes are not allowed. To allow name changes will cause mismatch of what's on the returned checks / debit advice and in the system.</p>	<ul style="list-style-type: none"> • 1st Mariners • M&T Bank • Bank of America • BUCS Federal • Chevy Chase • County Banking & Trust • Farmers • Wachovia • MECU • Peninsula • People's • Provident • SECU • Shore • Sun Trust • BB&T • Other
Common Wrong Agency	Commonly encountered Wrong Agencies. No Code is required.	<p><u>Agency Name</u></p> <p>CCU</p> <p>State Treasury</p> <p>Comptroller of Treasury</p> <p><u>MD Automated Traffic Sys.</u></p> <p>District Court</p> <p>VA DMV</p> <p><u>Other (Insert Name)</u></p>

e-Check

Data	Description	Initial Value
1st Notice Date	# of days after post date	0
2nd Notice Date	# of days after 1st Notice	31
3rd Notice Date (Suspension Date)	# of days after 2nd Notice	31
CCU Referral Date	# of days after 3rd Notice (Profile Driven)	61
Drawn Bank	Bank the returned check or e Check is drawn	Share with Returned Check1.1.5.1

Return Reason Codes for Returned Check and e-Check

Code	Meaning	e-Check	Debit Advice from comptroller	CCU Referral	Service Charge
R01	Insufficient funds	Returned Check	Returned Check	Y	Y
R02	Account closed	Returned Check	Returned Check	Y	Y
R07	Authorization revoked by customer	Returned Check	Returned Check	Y	Y
R08	Payment stopped	Returned Check	Returned Check	Y	Y
R10	Customer advises not authorized	Returned Check	Returned Check	Y	Y
R14	Account-holder deceased	Returned Check	Returned Check	Y	Y
R15	Beneficiary Deceased	Returned Check	Returned Check	Y	Y
R16	Account Frozen	Returned Check	Returned Check	Y	Y
R29	Corporate customer advises not authorized	Returned Check	Returned Check	Y	Y
R03	No account/Unable to locate account	E-Check	Returned Check	Not yet established	N
R04	Invalid	E-Check	Returned	Not yet	N

	Account number		Check	established	
R11	Check truncation entry return	E-Check	Returned Check	Not yet established	N
R19	Amount field error	E-Check	Returned Check	Not yet established	N
R21	Invalid company identification	E-Check	Returned Check	Not yet established	N
R22	invalid individual ID number	E-Check	Returned Check	Not yet established	N
R26	Mandatory Field Error	E-Check	Returned Check	Not yet established	N
R27	Trace Number Error	E-Check	Returned Check	Not yet established	N
R28	Transit/Routing check digit error	E-Check	Returned Check	Not yet established	N
R05	Reserved	N/A	N/A	Not yet established	N
R06	Returned per Originating DFI's request	N/A	N/A	Not yet established	N
R09	Uncollected funds	N/A	N/A	Not yet established	Y
R12	Branch sold to another DFI	N/A	N/A	Not yet established	N
R13	Receiving DFI not qualified to participate	N/A	N/A	Not yet established	N
R17	File Record edit Criteria	N/A	N/A	Not yet established	N
R18	Improper effective entry date	N/A	N/A	Not yet established	N
R20	Non-transaction Account	N/A	N/A	Not yet established	N

R23	Credit entry refused by receiver	N/A	N/A	Not yet established	Y
R24	Duplicate entry	N/A	N/A	Not yet established	N
R25	Addenda Error	N/A	N/A	Not yet established	N
R30	Receiving DFI not participant in check truncation program	N/A	N/A	Not yet established	N
R31	Permissible return entry (CCD and CTX only)	N/A	N/A	Not yet established	Y
R32	RDFI - non-settlement	N/A	N/A	Not yet established	N
R33	Return for XCK	N/A	N/A	Not yet established	N
R34	Limited participation DFI	N/A	N/A	Not yet established	N

Return Reason Codes for Returned Check and e-check

Reason codes R01, 02, 07, 08, 10 14, 15, 16, and 29 will apply to both Returned checks and e-check.

2.2. TECHNICAL REQUIREMENTS

2.2.1 Specific Functional Requirements – The TO Contractor shall provide a MVA ARS that shall include, at a minimum, the following:

2.2.1.1 Customer Database

- 2.2.1.1.1 The TO Contractor shall provide a MVA ARS with customer record containing extensive contact and conditions information such as, but not limited to, customer name, multiple (no less than five) bill-to/email addresses, phone numbers, MVA-entered notes, etc. It shall also contain month and year-to-date totals, current balance, unpaid items, paid items, open credits, deposits and last payment information, collections status, and payment contract details, as well as indicators as to whether or not the customer shall receive a statement, service charges, etc.
- 2.2.1.1.2 The TO Contractor shall provide an ARS with a customer record format that shall permit MVA to define and detail multiple aging categories and conditions per account.
- 2.2.1.1.3 The TO Contractor shall provide an ARS that will have the ability to categorize customers per various MVA-defined criteria.
- 2.2.1.1.4 The TO Contractor shall provide a customer record format that shall be retrievable, at a minimum, by full or partial customer name or account number, and by zip code.
- 2.2.1.1.5 The TO Contractor shall design an ARS Customer Database which will permit establishment, entry, inquiry and reporting of a tickler file(s) concept that can be used for a variety of purposes.
- 2.2.1.1.6 The TO Contractor shall provide an ARS that will allow selected customer record fields to be disabled for purposes such as simplified data entry and summary record printing.
- 2.2.1.1.7 The TO Contractor shall provide an ARS Customer Database that will permit loading of current AR open items and balances directly into ARS to facilitate a smooth transition from MVA's current system.

2.2.1.2 Transaction Input

- 2.2.1.3.1 The TO Contractor shall provide an ARS that will accommodate entry of invoices (debits), payments received against outstanding invoices (credits), non-payment cash receipts, and adjustments to transactions.
- 2.2.1.3.2 The TO Contractor shall provide an ARS that will permit tracking of NSF payments and voided transactions.
- 2.2.1.3.3 The TO Contractor shall provide an ARS that will include the ability to create user-defined recurrent transactions templates.

2.2.1.3 Payment Handling

- 2.2.1.3.1 The TO Contractor shall provide an ARS that will permit processing of full, partial and on-account payments.

- 2.2.1.3.2 The TO Contractor shall provide an ARS that will permit Lockbox processing of payments received from external collection sources (e.g., banks, CCU, collection agencies).
- 2.2.1.3.3 The TO Contractor shall provide an ARS that will permit application of payments against invoices in a variety of options, and the customer payment history shall detail how payments were applied.
- 2.2.1.3.4 The TO Contractor shall provide an ARS that will permit payments to be applied on an Open Item, Balance Forward and Revolving Receivable basis.
- 2.2.1.3.5 The TO Contractor shall provide an ARS that will accept cash, check, credit card or credit voucher payments. The MVA ARS shall allow credit card authorization and electronic check payment acceptances when receiving customer payments.
- 2.2.1.3.6 The TO Contractor shall provide an ARS that will permit service charges to be applied, and allowances and discounts accommodated at the time of customer payment.
- 2.2.1.3.7 The TO Contractor shall provide an ARS that will allow partial or total voids of previously entered invoices.

2.2.1.4 Invoices/Statements/Notices/Fees and Discounts

- 2.2.1.4.1 The TO Contractor shall provide an ARS that will have the ability to produce customer statements on demand, for past due accounts only, or based on scheduled frequencies.
- 2.2.1.4.2 The TO Contractor shall provide an ARS that will contain the option to print summary invoices or detailed invoices.
- 2.2.1.4.3 The TO Contractor shall provide an ARS that will have the ability to calculate and print on a per invoice or all-invoices basis finance charges, fees, discounts and adjustments.
- 2.2.1.4.4 The TO Contractor shall provide an ARS that will contain the option to print, fax or email customer invoices, statements and overdue notices.
- 2.2.1.4.5 The TO Contractor shall provide an ARS that will have the ability to permit charges, fees and discounts to be waived in part or in full for any given customer or category of customer.
- 2.2.1.4.6 The TO Contractor shall provide an ARS that will have the ability to add MVA comments to any invoice at the time of payment.
- 2.2.1.4.7 The TO Contractor shall provide an ARS that will contain the option for MVA to selectively generate and print customer statements.
- 2.2.1.4.8 The TO Contractor shall provide an ARS that will have the ability to print customer labels.

2.2.1.5 Reports

- 2.2.1.6.1 The TO Contractor shall provide an ARS that will maintain a comprehensive log of all correspondence associated with individual accounts and/or individual invoices (to include summaries of phone conversations, letters, memos, faxes, etc.).
- 2.2.1.6.2 The TO Contractor shall provide an ARS that will have the ability to display and print the following reports on a weekly and monthly (and as otherwise needed) basis: such reports shall include, but not necessarily be limited to: an Aged Trial Balance; Cash Flow; Daily and Monthly Cash Receipts Journal; Customer

Activity; Bank Deposits Journal; Detailed Account History; Credits Journal; Open Invoices; Account Aging; Daily and Monthly Invoice Register; Adjustments Analysis; Past Due Notices; Deleted/Voided Transactions; Customer Inactivity; and per Selected Customers and Aging Categories. See section 2.1.3.4 of this TORFP for additional information on the ARS general output and reports.

2.2.1.6.3 The TO Contractor shall provide an ARS that will contain the ability to format and print user-defined comparative reports (i.e., between various time periods, side-by-sides of different reports, etc.).

2.2.1.6.4 The TO Contractor shall provide an ARS that will contain an automatically updated catalog of all reports produced by the system.

2.2.1.6.5 The TO Contractor shall provide an ARS that will provide reports on staff access within the system and what actions were performed.

2.2.1.6 Other

2.2.1.6.1 The TO Contractor shall provide an ARS that will accommodate entries to the State's Financial Management Information System (FMIS) on a daily, weekly, or date range basis.

2.2.1.6.2 The TO Contractor shall provide an ARS that will have the ability to place a customer in inactive status.

2.2.1.6.3 The TO Contractor shall provide an ARS that will have the ability to archive records at any point MVA personnel requires.

2.2.1.6.4 The TO Contractor shall provide an ARS that will have the ability to permit easy write-off of uncollected balances.

2.2.1.6.5 The TO Contractor shall provide an ARS that will have the ability to promptly process customer credits in situations when necessary.

2.2.1.6.6 The TO Contractor shall provide an ARS that will allow for the ability to accept payments from those collected via the Internet.

2.2.1.6.7 The TO Contractor shall provide an ARS that will have the ability to produce and print positive account balance confirmation requests for audit/verification of selected accounts.

2.2.1.6.8 The TO Contractor shall provide an ARS that will be able to produce and print collection letters by amount outstanding and per aging category criteria.

2.2.1.6.9 The TO Contractor shall provide an ARS that will have the ability to track MVA-generated ARS correspondence by several different follow-up dates.

2.2.1.6.10 The TO Contractor shall provide an ARS that will include an online ARS System Handbook for operator/user reference. ARS shall also include an online set of FAQ or How-do-I items for operator/user reference.

2.2.1.6.11 The TO Contractor shall provide an ARS that will work with the vendor for MVA's DIWS system in order to develop a dynamic link from the customer records to images of documents stored for individual customers.

2.2.1.6.12 The TO Contractor shall provide an ARS that will be designed to adhere to any and all security and equipment standards set forth by the State of Maryland, Maryland Department of Transportation (MDOT), the Maryland Motor Vehicle Administration (MVA) and Statewide Information Technology Security Policy and Standards

(http://www.dbm.maryland.gov/dbm_publishing/public_content/dbm_taxonomy/security/prevention/itsecuritypoliciesjuly2003.pdf).

- 2.2.1.6.13 The selected TO Contractor shall work with MVA and CCU to engage in sound project management practices and follow the Maryland's System Development Life Cycle (SDLC) model. A description of the SDLC model can be found on the web site of the Maryland Department of Budget and Management (DBM).
- 2.2.1.6.14 The TO Contractor shall provide an ARS that will adhere to all security standards set forth by the State of Maryland, Maryland Department of Transportation (MDOT) and the Maryland Motor Vehicle Administration (MVA), including the following:
- Statewide [Information Technology Security Policy and Standards](http://www.dbm.maryland.gov/dbm_publishing/public_content/dbm_taxonomy/security/prevention/itsecuritypoliciesjuly2003.pdf) (http://www.dbm.maryland.gov/dbm_publishing/public_content/dbm_taxonomy/security/prevention/itsecuritypoliciesjuly2003.pdf)

TO CONTRACTOR RESPONSIBILITIES

- 2.2.2.1 The TO Contractor shall provide cost for each of the milestones of the ARS, and overall total cost of the ARS.
- 2.2.2.2 Modifications shall include modifying the existing Interim ARS module of the Automated Compulsory Insurance System (ACIS) (based on the requirements of the TO Contractor's MVA-approved Detailed System Design document) to add a customer type designator to distinguish walk-in and mail-in customers at cashier login to suppress printing of address on receipts for walk-in customers.
- 2.2.2.3 The TO Contractor shall convert legacy returned check cases and all other miscellaneous independent receivable database history/tables to the ARS. The ARS must be able to retrieve social security numbers from the mainframe and identify deceased individuals for inclusion in referrals to CCU for ARS and interim ARS and limit the display of the social security number based on user rights.
- 2.2.2.4 The TO Contractor shall review and provide an analysis and recommendation for hardware upgrades required to accommodate the proposed system and associated data files for up to three years from implementation. The TO Contractor analysis and recommendation here shall include the costs for installation and configuration of recommended hardware to the existing ARS servers. NOTE: All hardware recommended to upgrade the existing system will be purchased outside of this contract.
- 2.2.2.5 The TO Contractor shall establish contingency planning roles for MVA and contractor in event of issues being discovered within post-migration to production.
- 2.2.2.6 The TO Contractor shall review and provide an analysis and recommendation for software upgrades required for the existing software to accommodate the proposed system and associated data files and users for up to three years from implementation. The TO Contractor's analysis and recommendation here shall include the costs for installation and configuration of recommended software to the existing ARS servers. NOTE: All additional software recommended to upgrade the existing system will be purchased outside of this contract. MVA will maintain ownership and licensing of all software.

- 2.2.2.7 The TO Contractor will be responsible for all software upgrades and patches during the Development Phase. NOTE: The MVA ARS system administrator will assume maintenance for software upgrades and patches upon system acceptance and cut over to production.
- 2.2.2.8 All TO Contractor employees will be required to sign a security agreement and must comply with all the terms of the security agreement. All TO Contractor employees will be assigned a photo id badge that must be displayed at all times and upon request of security personnel or branch management.
- 2.2.2.9 The TO Contractor will be responsible for converting all data from the existing, independent ARS-type applications into the newly developed system. The conversion must be performed from IBM DB2, Access, and Excel databases.
- 2.2.2.10 The TO Contractor shall provide an ARS that will allow for direct access to records of any given period. Records are not to be setup to automatically archive or purge.
- 2.2.2.11 The TO Contractor shall provide an ARS that will include all elements of the TO Contractor's approved ARS Detailed System Design.
- 2.2.2.12 The TO Contractor shall incorporate all requirements as documented in Attachment 12.

2.2.3 PROJECT APPROACH

The ARS provided by the TO Contractor shall be accessible to all users via a web browser program and a connection to the Internet. As part of MDOT's open-source philosophy for information system solutions, commercial off-the-shelf (COTS) products are preferred when possible. The COTS product must have an open architecture and inter-operability that allows for interfaces to multiple platforms and subcomponents with as little customization as possible that would be required for business case and platforms. The development of ARS shall not include any proprietary custom user interfaces. If proprietary custom user interfaces are proposed to accelerate development, the Master Contractor shall develop and present a user interface model as part of the Master Contractor's response to this RFP; the model shall include all proposed custom user interfaces; detailed cost specifications (including maintenance) **but shown only in the Price Proposal**; and associated time savings. The user interfaces shall be linked in a manner to navigate through the proposed user interface. The user interfaces need not be functional at this stage, but must serve as a representation of proposed functionality.

2.2.4 DELIVERABLES:

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 8). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection

of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.6 Invoicing).

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the section of the deliverable being discussed.

Overview of Milestones and Deliverables – The following are the milestones and their associated deliverables. The TO Contractor shall provide a cost estimate for each of the milestones of the ARS, and an overall estimate of the total cost of the ARS.

2.2.5 Project Initiation

- 2.2.5.1 Initial Meeting with Management and User Staff to understand and communicate timeline and requirements.
- 2.2.5.2 Project Management Plan to include: WBS demonstrating Project Plan & Methodology to include Milestone, Deliverables, and individual important project tasks that follows the SDLC process, Gantt Chart, Staffing Plan with organization chart, Communication & Contact Plan, and Risk Management Plan.
- 2.2.5.3 Update Project Management Plan as required. Due within ten (10) business days of Kick-Off Meeting.

2.2.6 Validation of Planning and Requirements Phase

- 2.2.6.1 JAD Sessions as may be required by either the MVA PM or the TO Contractor.
- 2.2.6.2 Communications Plan
- 2.2.6.3 Quality Assurance and Configuration Management Plan for system development/implementation

- 2.2.6.4 Security Plan to include Facility/Physical security, Business Continuity, and System Security, and documentation of network/system environment and security architecture.
- 2.2.6.5 Risk Management Plan to include identifying critical issues and performing a high level mitigation/resolution analysis
- 2.2.6.6 Operations Readiness/Implementation Plan
- 2.2.6.7 Training Plan
- 2.2.6.8 System Output and Support Plan to include business requirements procedures.
- 2.2.6.9 During this phase, the PMP shall be developed to document the overall approach to be used. The PMP shall include a discussion of methods, work breakdown structures, performance objectives, tools, tasks, resources, project schedules, and user input based on the proposed concept of operations and requirements outlined in the TO Contractor's MVA-approved detailed system design document.
- 2.2.6.10 Personnel assignments, project schedule, and target dates shall be established based on both TO Contractor and User schedules. When scheduling for user interface, review and/or acceptance, the TO Contractor shall take into consideration the black out period for accounting personnel to accomplish end of year close out and the unavailability of certain personnel during this period.
- 2.2.6.11 The detailed PMP shall be finalized with components related to, control change management, configuration management planning, quality assurance planning, system security, verification and validation, communication management and systems engineering management planning.

2.2.7 Design Phase

- 2.2.7.1 Preliminary Design Review
- 2.2.7.2 Critical Design Review
- 2.2.7.3 Development Test Plan to include performance and capacity testing plan
- 2.2.7.4 Updated/final Security Plan to include Facility/Physical security, Business Continuity, and System Security, and documentation of network/system environment and security architecture.
- 2.2.7.5 Error and Corrective Action Plan
- 2.2.7.6 The TO Contractor shall develop and finalize a Detailed System Design of the proposed ARS, to include, at a minimum: a system/system architecture overview; per-application work flow analyses and diagrams; descriptions of all necessary data elements, business rules, and codes/values; profiles of special modules, routines and maintenance areas/requirements; system development platform and hardware requirements; clear delineation of all system outputs and reports; and file layouts for all major ARS programs and/or procedures.
- 2.2.7.7 TO Contractor (follow as above) The Detailed System Design of the proposed ARS shall be developed and finalized with interfaces and/or interface specifications that include, but

are not necessarily limited to: the State Treasurer's Office; the Central Collection Unit (CCU); the Internet; individual banking institutions; MVA Point of Sale system (POS); MVA Database; MVA Financial Management Information System (MVA FMIS); MVA Accounting (i.e., credit card and miscellaneous receivables); and MVA Driver Automated Record System (DARS). (See RFP Appendices for additional details on some of these interfaces.)

2.2.7.8 The TO Contractor shall confirm the proposed architectural overview and workflow analysis, including all input, output and interfaces of all subsystems.

2.2.7.9 The TO Contractor shall develop and document the test and evaluation requirements that will be used to determine acceptable system performance for review and acceptance by the project manager.

- NOTE: During this phase, the proposed system design and hardware will be evaluated. Since problems in the planning and design phase could be very expensive to solve in later stages of the software development, a variety of elements shall be considered in the design to mitigate risk. These include:
 - Identifying potential risks and defining mitigating design features through the development and documentation of a formal design analysis feasibility and risk assessment.
 - Evaluate and document conversion plan to migrate current data to the new system.
 - Evaluate and document proposed operating software and hardware environment and recommended upgrades.
 - Evaluate major subsystems and their inputs and outputs.

2.2.7.10 The system must be able to operate within the State's current and planned information technology infrastructure and architecture.

2.2.8 Development and Testing

2.2.8.1 Ongoing development testing

2.2.8.2 Error and Corrective Action Report

2.2.8.3 During the Development Phase the TO Contractor shall translate the detailed requirements outlined in the ARS design document into system components and preparing draft of the software system development documentation.

2.2.8.4 The TO Contractor's preparation for integration and testing of the IT system shall include development of a formal test plan, along with test files and data. The test plan shall be numbered so that each test element matches a corresponding design / business function element in the detailed requirements of the system design document.

2.2.8.5 The components of the detailed project management plan shall be further developed by the TO Contractor to include the system integration document, conversion plan to

migrate legacy data, implementation plan; version upgrade plan; system archival plan; and disaster recovery plan.

2.2.8.6 The TO Contractor for MVA review will develop draft versions of manuals for Business Administrator operation and maintenance; system administration; training and user.

2.2.8.7 During this phase, the detailed specifications provided in the design document (which were re-evaluated as part of the Planning and Design Analysis phase) shall be translated by the TO Contractor into hardware, communications, and executable software.

2.2.8.8 Communications Software shall be unit tested, integrated, and re-tested in a systematic manner by the TO Contractor.

2.2.8.9 Hardware shall be assembled, configured and tested by the TO Contractor.

NOTE: User involvement during system development is an important factor in ensuring that the system is being developed according to the requirements. The TO Contractor shall ensure that MVA users shall be consulted for review and acceptance of all GUI's, reports, as well as system inputs and outputs. System level testing and user acceptance shall be performed and documented by the TO Contractor to ensure the system meets or exceeds MVA user requirements.

NOTE: The method of accessing the mainframe shall be through the use of stored procedures, not through the use of dynamic SQL. The MVA will review other requested methods of access and approve or reject on a case-by-case basis.

Communication configurations will be established under the MVA Domain with DNS names using the current version of mainframe communications software.

2.2.8.10 The TO Contractor must be cognizant that all SQL batch jobs and large FTP transfers must be scheduled or placed under Operations Control. Any data coming into the MVA on media or method (diskette, tape, FTP, CD-Rom, e-mail attachment, etc.) shall be considered batch and must also be scheduled or handled under Operations Control. In any of these instances, the TO Contractor must estimate capacity (development, network and run time).

2.2.8.11 The TO Contractor shall provide a prototype during unit testing for the system that will allow MVA personnel to readily review and accept the functionality of the application. The TO Contractor will develop this functionality by creating "dummy" pages that simulate the application and can be accessed by entering specific information (such as a tag and title combination or soundex number). The TO Contractor shall provide a test plan and schedule along with test files and data to be used for testing.

2.2.8.12 All reports and data query output shall be developed by the TO Contractor in a format that is supported by MVA's Cold Storage and is also available in a .txt format.

2.2.8.13 The TO Contractor shall conduct subsystem integration, system security, and user acceptance testing during this phase. The MVA user, along with those responsible for quality assurance, shall validate that the functional requirements, as defined in the design document, have been satisfied by the TO Contractor.

2.2.8.14 OIR Security staff will assess the system security and issue a security certification and accreditation prior to installation/implementation. The MVA reserves the right to limit or

schedule testing to off peak hours when necessary. Multiple levels of testing to be performed here by the TO Contractor include:

- Testing at the development facility by the TO Contractor and supported by end users
- Testing as a deployed system with end users working together with contract personnel
- Operational testing by the end user alone performing all functions.
- "Stress Testing" to determine the impact that the system will have on the network and other systems. Systems Software will monitor the "stress test"; other strategic areas will review and sign off on the results of the test.
- During the development and testing phase, all plans and documentation will be updated by the TO Contractor to reflect any changes experienced.

2.2.9 Operational Readiness

2.2.9.1 Training

2.2.9.2 Test Operational Readiness

2.2.9.3 End-To-End Performance Testing

2.2.9.4 Review of all procedures

2.2.9.5 Go/No go decision meeting

2.2.10 Implementation and Training

2.2.10.1 All plans updated for current information

2.2.10.2 Implementation

2.2.10.3 This phase shall be initiated after the system has been tested and accepted by the user. In this phase, the system is installed to support the intended business functions.

2.2.10.4 The TO Contractor shall be responsible for the system deployment throughout all MVA branch offices within the state of Maryland. System performance was compared to performance objectives established during the planning and design analysis phase. Implementation by the TO Contractor includes user notification, user training, final approved and accepted system documentation, installation of hardware, installation of software onto production computers, and integration of the system into daily work processes.

2.2.10.5 This phase shall continue until the system is operating in production in accordance with the defined user requirements. The implementation progress and issues shall be

documented through an implementation progress/issues report and include a final post implementation summary report.

- 2.2.10.6 Training shall be developed by the TO Contractor as a “hands-on” use of the application within a test environment, supported by a training manual produced by the TO Contractor that the employee will maintain and use as a reference guide. All training material shall be developed using fictitious data in conformance with the Driver Privacy Protection Act. The training plan shall be subject to review and acceptance of the MVA Training Unit.
- 2.2.10.7 Initial training shall be for a minimum of 150 employees, with a class size not to exceed 15 employees. Training shall be made available at MVA branch office locations in such a manner as to easily accommodate branch office employees. Training shall be scheduled and conducted within a reasonable time prior to system deployment, so the training material is current in the minds of the employees when the system is actually deployed.
- 2.2.10.8 If the system deployment is delayed more than ninety (90) days after the first training session, the TO Contractor shall make a refresher course available.
- 2.2.10.9 Training shall also include development of a train-the-trainer course and shall include a TO Contractor-developed trainer’s training manual to facilitate training after system deployment; such training shall be structured and approved by the MVA Training Unit to be included in the new employee orientation-training program.

2.2.11 Documentation and Post Implementation Performance Period

2.2.11.1 Final Documentation for System, User, and Training to include but not be limited to:

- A. System software and test files/data
- B. Documentation of technical environment
- C. Documentation of software requirements
- D. Documentation of network/system environment and security
- E. Architecture.
- F. Software and Maintenance Support Plan
- G. Maintenance Agreement and Service Agreement
- Updated Security Plan

2.2.12 Warranty Period

2.2.12.1 Quarterly Contract/Project Reviews

2.2.12.2 Because the system operation is ongoing, the TO Contractor must ensure that the system can be monitored for continued performance in accordance with functional requirements and system modifications, to ensure functional requirements are maintained and can be documented through an in-process review report submitted monthly by the TO Contractor during the warranty phase. During this phase, the MVA help desk will be the first line to report system deficiencies.

- 2.2.12.3 The TO Contractor shall provide a technician to be available during MVA normal business hours to assist with technical and application related calls.
- 2.2.12.4 The TO Contractor shall document and maintain an historical record of all system trouble reports which will include the nature of the trouble/issue reported, date reported, reported by, resolution, date resolved and by whom.
- 2.2.12.5 It is foreseen that the TO Contractor's MVA-approved Detailed System Design document shall contain additional detailed requirements relative to system warranty and maintenance.
- 2.2.12.6 The overall purpose of this Phase is to:
- Maintain the system in accordance with the functional requirements;
 - Conduct periodic assessments of the system to ensure the system continues to meet the performance standards established and the functional requirements continue to be satisfied;
 - Periodic assessments shall also include recommendations for upgrades if the assessment identifies that the system database is growing beyond that anticipated in the original system analysis based on conversion of legacy data and new accounts.

2.2.13 Maintenance Phase

- 2.2.13.1 Work to be specified and delivered through subsequent task order process in software and hardware maintenance phase.
- 2.2.13.2 All maintenance shall be performed in a manner to ensure continuous operation of the system. The TO Contractor must provide a detailed maintenance plan as part of their proposal.
- 2.2.13.3 The TO Contractor shall furnish MVA with a monthly report on all maintenance performed.
- 2.2.13.4 The TO Contractor shall provide an incident report to MVA upon completion of a service call detailing what actions were taken and the status of the problem.
- 2.2.13.5 Preventive maintenance work shall be scheduled to minimize impact to normal business operations. Preventive maintenance shall be performed at a time mutually agreed to by MVA and the TO Contractor.
- 2.2.13.6 All service calls placed to the TO Contractor should be responded to within thirty (30) minutes, the maintenance person must be on-site within one (1) hour, and the system must be operational within two (2) hours.
- 2.2.13.7 Software maintenance to restore services should be completed by the TO Contractor at no charge to MVA and the TO Contractor shall coordinate with MVA to manage the release of software fixes, if required. The TO Contractor shall react immediately to restore services.

2.2.14 Progress Reporting

2.2.14.1 The TO Contractor shall submit a bi-weekly progress report to the MVA Project Manager. The progress report shall be submitted on or before the first and fifteenth day of the month following the reporting period and shall contain, as a minimum, the following information:

2.2.14.1.1 Agency Acronym, PO #, functional area acronym, reporting period and “Progress Report” to be included in email subject line.

2.2.14.1.2 Work accomplished and deliverables completed during the reporting period.

2.2.14.1.3 Deliverable progress, as a percentage of completion of the overall project.

2.2.14.1.4 Problem areas or issues requiring attention, including when and how reported and recommendations for resolution if applicable.

2.2.14.1.5 Planned activities for the next reporting period.

2.2.14.1.5.1 An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date. Costs paid shall be reflected as associated with deliverables.

2.2.14.1.5.2 Gantt chart continually updated from original baseline, to show actual progress; as applicable, explanations for variances and plan for completion on schedule.

2.2.14.1.5.3 Additionally, the TO Contractor shall provide written notification to the MVA Contract Administrator when the TO Contractor reaches 75% of the contract's ceiling price.

2.2.14.1.5.4 The TO Contractor's Project Manager shall be available to meet with the MVA Project Manager when required, to review status of/progress made on work being undertaken, outstanding issues, etc

2.2.14.1.5.5 The TO Contractor shall also provide, at the request of the MVA Project Manager and/or Designee, bi-weekly progress reports that includes the results achieved for project work.

2.2.15 MILESTONES

MILESTONE I — PLANNING AND DESIGN ANALYSIS PHASE

Deliverable 1 – Detailed Project Management Plan to include Gantt Chart

Deliverable 2 – Design Analysis Feasibility and Risk Assessment

Deliverable 3 – Detailed System Design

Deliverable 4 – Solutions within the context of the Detailed System Design

Deliverable 5 – Confirmation of proposed Architectural Overview and Work Flow Analysis
(including all

inputs, and outputs of major subsystems)

Deliverable 6 – System Hardware and Operating Software Analysis and Specifications

Deliverable 7 - COTS Feasibility/Usage Analysis and Specifications

Deliverable 8 – ARS Acceptance Test and Evaluation Master Plan

MILESTONE II — DEVELOPMENT PHASE

Deliverable 1 – Software System Development Documentation

Deliverable 2 – Prototype for User Review and Testing

Deliverable 3 – Test Plan

Deliverable 4 – Test Files/Data

Deliverable 9 – Business Administrator Operations and Maintenance Manuals

Deliverable 10 – System Administration Manual

Deliverable 11 – Training Plan)

Deliverable 12 – User Manual

Deliverable 13 – Disaster Recovery plan

Deliverable 14 – System Archive Plan

MILESTONE III — INTEGRATION AND TEST PHASE

Deliverable 1 – Accepted Test Plan Analysis

Deliverable 2 – Test Problems/Issues/Resolution Report

Deliverable 3 - IT Systems Security Certification

MILESTONE IV — IMPLEMENTATION AND TRAINING PHASE

Deliverable 1 – Final Software System Development Documentation

Deliverable 2 – Operations and Maintenance Manuals (final)

Deliverable 3 –System Administration Manual (final)

Deliverable 4 –Training Plan (final)

Deliverable 5 –User Manual (final)

Deliverable 6 –Change Implementation Process Document

Deliverable 7 – Implementation Progress/Issues Report

Deliverable 8 – Post Implementation Review Report

MILESTONE V — WARRANTY PHASE

Deliverable 1 – System Trouble Reports

Deliverable 2 –In Process Review

Deliverable 3 –User Satisfaction Report

2.2.16 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Maryland Motor Vehicle Administration (MVA) as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the Motor Vehicle Administration (MVA) at the following address:

Maryland Motor Vehicle Administration
Attention: Accounts Payable
6601 Ritchie Highway, NE
Glen Burnie MD 21062
- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.
- D) Payment will only be made upon completion and acceptance of the deliverables as defined in 2.2.3 and 2.2.4.
- E) Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.
- F) The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15th day of the month following receipt of the

approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

2.2.17 Progress Payments

2.2.17.1 Fixed price – type task orders that exceed three (3) months in anticipated duration are generally eligible for progress payments. To receive a progress payment a TO Contractor must satisfy/comply with the following:

- Submit a request for progress payment in same manner as described above for Invoice Submission Procedure.
- A full, separately priced deliverable must not be due in the month for which a progress payment is requested.
- A progress report must be submitted with the request for progress payment. The progress report must demonstrate that tangible work has been performed that is at least as valuable to the State as the requested payment amount. The accomplishment of tangible work is not the same as merely accruing hours of effort expended and amounts paid for materials. Rather, it means the completion of work that can be reasonably quantified, and that would not have to be redone by the State or another TO Contractor if, for any reason, the contract would terminate as of the end of the period for which the bill has been submitted. Examples of such tangible work include lines of code written, tests completed satisfactorily, records entered into a deliverable database, documents completed, site surveys performed and documented, and documented interviews conducted with personnel that possess information or expertise essential to the task.

2.2.17.2 There shall be no progress payments for a milestone or period of time for which monthly progress reporting is deficient or unsatisfactory, or otherwise unacceptable to the State.

2.2.18 Overall Acceptance Criteria

- 2.2.18.1 All milestone completion dates are met.
- 2.2.18.2 All deliverables are complete and approved.
- 2.2.18.3 All tests are completed successfully.
- 2.2.18.4 All security standards have been met.
- 2.2.18.5 All source code, object code, data files, and Job Control Language (JCL) sets are complete and have been released to MVA.
- 2.2.18.6 All documentation has been produced/updated as required.
- 2.2.18.7 All training for the proposed tools is completed.
- 2.2.18.8 Licenses and hardware if applicable have been assigned to the State or designee.

2.2.19 DELIVERABLE/DELIVERY SCHEDULE:

Project Phase	Deliverables Identified in Section 2.2.3.	Expected Completion
Project Initiation	<ul style="list-style-type: none"> Initial Meeting with Management and User Staff to understand and communicate timeline and requirements. 	NTP + 14 Calendar Days
	<ul style="list-style-type: none"> Draft Project Management Plan to include: WBS demonstrating Project Plan & Methodology to include Milestone, Deliverables, and individual important project tasks that follows the SDLC process, Gantt Chart, Staffing Plan with organization chart, Communication & Contact Plan, and Risk Management Plan. 	NTP + 14 Calendar Days
	<ul style="list-style-type: none"> Update Project Management Plan as required. Due within ten (10) business days of Kick-Off Meeting. 	NTP + 30 Calendar Days
Validation of Planning and Requirements Phase	<ul style="list-style-type: none"> JAD Sessions as may be required by either the MVA PM or the TO Contractor. 	NTP + 30 Calendar Days
	<ul style="list-style-type: none"> Communications Plan 	NTP + 45 Calendar Days
	<ul style="list-style-type: none"> Quality Assurance and Configuration Management Plan for system development/implementation 	NTP + 45 Calendar Days
	<ul style="list-style-type: none"> Draft Security Plan to include Facility/Physical security, Business Continuity, and System Security, and documentation of network/system environment and security architecture. 	NTP + 45 Calendar Days
	<ul style="list-style-type: none"> Risk Management Plan to include identifying critical issues and performing a high level mitigation/resolution analysis 	NTP + 45 Calendar Days
	<ul style="list-style-type: none"> Operations Readiness/Implementation Plan 	NTP + 45 Calendar Days
	<ul style="list-style-type: none"> Training Plan 	NTP + 45 Calendar Days
	<ul style="list-style-type: none"> System Output and Support Plan to include business requirements procedures, data integrity, data conversion, migration 	NTP + 45 Calendar Days
Design Phase	<ul style="list-style-type: none"> Integration and Migration Plan (as required) 	NTP + 45 Calendar Days
	<ul style="list-style-type: none"> Preliminary Design Review 	NTP + 160 Calendar Days
	<ul style="list-style-type: none"> Critical Design Review 	NTP + 260 Calendar Days
	<ul style="list-style-type: none"> Development Test Plan to include performance and capacity testing plan 	NTP + 210 Calendar Days
	<ul style="list-style-type: none"> Updated/final Security Plan to include Facility/Physical security, Business Continuity, and System Security, and documentation of network/system environment and security architecture. 	NTP + 210 Calendar Days

	<ul style="list-style-type: none"> Error and Corrective Action Plan 	NTP + 210 Calendar Days
Development and Testing	<ul style="list-style-type: none"> Ongoing development testing 	NTP + 320 Calendar Days
	<ul style="list-style-type: none"> Error and Corrective Action Report 	NTP + 390 Calendar Days
Operational Readiness	<ul style="list-style-type: none"> Training 	NTP + 410 Calendar Days
	<ul style="list-style-type: none"> Test Operational Readiness 	NTP + 420 Calendar Days
	<ul style="list-style-type: none"> End-To-End Performance Testing 	NTP + 440 Calendar Days
	<ul style="list-style-type: none"> Review of all procedures 	NTP + 460 Calendar Days
	<ul style="list-style-type: none"> Go/No go decision meeting 	NTP + 480 Calendar Days
Implementation	<ul style="list-style-type: none"> All plans updated for current information. 	NTP + 500 Calendar Days
	<ul style="list-style-type: none"> Implementation 	NTP + 500 Calendar Days
VIII. Documentation and Post Implementation Performance Period	<ul style="list-style-type: none"> Final Documentation for System, User, and Training to include but not be limited to: <ul style="list-style-type: none"> A. System software and test files/data B. Documentation of technical environment C. Documentation of software requirements D. Documentation of network/system environment and security architecture E. Software and Maintenance Support Plan F. Maintenance Agreement and Service Agreement G. Updated Security Plan 	NTP + 510 Calendar Days
	<ul style="list-style-type: none"> “System” Acceptance (initial performance period sign-off) 	NTP + 520 Calendar Days
	<ul style="list-style-type: none"> Final Performance Period and Sign-off 	NTP + 540 Calendar Days
IX. Warranty Period	Quarterly Contract/Project Reviews	Ongoing
X. Maintenance Phase	<ul style="list-style-type: none"> Work to be specified and delivered through subsequent task order process in software and hardware maintenance phase. 	NA
XI. End-of-Contract Transition	<ul style="list-style-type: none"> Transition Plan for Transition to State or State Agent 	NTP + 210 Calendar Days
	<ul style="list-style-type: none"> Transition Support As Required 	NA

2.2.20 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.
- E) The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities.

2.2.21 TO CONTRACTOR EXPERTISE REQUIRED

The TO Contractor's proposed staff must demonstrate expertise in completing similar projects, particularly accounts receivable systems. The TO Contractor shall describe how its organization can meet the qualifications of this RFP and shall include the following:

Overview of the TO Contractor's experience and capabilities rendering services similar to those included in this RFP. This description shall include:

- 2.2.21.1 Corporate size, length of time the corporation has been providing system design services, key business partners, and the number of employees dedicated to providing system design services,
- 2.2.21.2 Technical skills and certifications of the TO Contractor's employees associated with providing system design services within the locations involved in the direct support of the facilities detailed in this bid,
- 2.2.21.3 Experience, training and certification relative to the specific components of hardware and services of this RFP for employees associated with providing system design services within the locations involved in the direct support of the facilities detailed in this request for bid,
- 2.2.21.4 Real-time monitoring and Call Management capabilities,
- 2.2.21.5 System management of the design, development, implementation and maintenance of a Accounts Receivable System (ARS),
- 2.2.21.6 Configuration management and control,

- 2.2.21.7 The number of clients and geographic locations the TO Contractor currently serves,
- 2.2.21.8 Web development and implementation.
- 2.2.21.9 An organization chart of the TO Contractor showing:
- a) All major component units,
 - b) Which component(s) will perform the requirements of this contract,
 - c) Where the management of this contract will fall within the organization, and
 - d) What corporate resources will be available to support this contract in both primary and secondary, or back-up roles.

2.2.22 TO CONTRACTOR QUALIFICATIONS

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services.

- 2.2.22.1 The TO Contractor shall provide staff for technical, project, and contract support to ensure that all activities conducted under this contract are completed in an efficient and cohesive manner. Staff proposed to work on the project will be considered the TO Contractor's Key Personnel and must minimum qualifications set forth in the Master Contract.

2.2.23 PROJECT MANAGEMENT

The TO Contractor and the TO Requesting Agency shall conduct bi-weekly progress meetings. The project progress report shall be submitted five (5) days in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- TO Requesting Agency name, TO Number, functional area name and number, reporting period and "Progress Report" to be included in the e-mail subject line.
- Work accomplished during the bi-weekly period.
- Deliverable progress, as a percentage of completion.
- Problem areas including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.
- Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

2.2.24 MBE

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the Master Contract. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to the Maryland Motor Vehicle Administration (MVA), at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to the MVA. The MVA will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. Contractors shall email completed forms to the MVA at the TO Requesting Agency email address listed in this document.

2.2.25 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No modified tasks shall be performed until a change order is executed by the TO Procurement Officer.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1. REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. A TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services – Work Plan

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 5) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
- 6) Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting (see Section 2.7.1 Project Management).
- 7) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 8) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

- 3) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.

C) MBE Participation

- 1) Submit completed MBE Documents Attachment 2, Forms D-1 and D-2.

D) Subcontractors

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference complete with the following:
 - a) Name of organization.
 - b) Name, title, and telephone number of point-of-contact for the reference.
 - c) Type and duration of contract supporting the reference.
 - d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - e) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.

F) Proposed Facility

- 1) Identify Master Contractor's facilities including address, from which any work will be performed.

G) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

H) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. TO Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based.
- B) Completed Financial Proposal (Attachment 1) including:

Base Price for Meeting Contract Requirements

- I. **Training** - The Base Price Cost for Training will include any Hardware or Software costs, costs for training manuals, reports and expendables, Labor costs for the trainers described in detail as above.
- II. **System Support and Maintenance** - The Base Price Cost for System Support and Maintenance will include any Hardware or Software costs, including, but not limited to, updates for equipment and software. The detail of the costs should include costs for yearly maintenance of the system. Any labor costs should be detailed as above.
- III. **Transitioning – Implementation and End-of-Contract Transition Strategy** - The Base Price Cost for Transitioning shall include Hardware, Software and Labor costs for the development and implementation for the migration of schedule information from all sources presently utilized by the MVA. Detail shall also include the development and implementation for the transitioning of the support and maintenance responsibility to the MVA or a third party (end-of-contract transition strategy).

Time and Materials Price for Additional Future Functionality

This cost will include the Labor Classifications necessary for developing and implementing the additional future functionality. Each labor classification must include the Hourly Labor Unit Price

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance.

- 4.2.1 Judged quality of proposed system solution as detailed in this TORFP,
- 4.2.2 Master Contractor experience and capabilities of proposed personnel.
- 4.2.3 Judged quality of approach to operating and maintenance process and schedule.
- 4.2.4 Transition plan of proposed system with MVA designated technical staff or third party.

4.3 SELECTION PROCEDURES

- 4.3.1. TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.2. Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.3. The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, the technical merit has greater weight.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment seven (7) for a sample of a Notice to Proceed.

ATTACHMENT 1 - PRICE PROPOSAL FORMS

PRICE PROPOSAL BY LABOR CATEGORY FOR FUTURE FUNCTIONALITY FOR CATS TORFP # J00P6200005

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours	Total Proposed CATS TORFP Price
(Insert Proposed Labor Categories for this TORFP)	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Total Evaluated Price			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

* The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower.

SUBMIT THIS WITH THE FINANCIAL RESPONSE

**PRICE PROPOSAL BY DELIVERABLE
FOR CATS TORFP # J00P6200005**

Milestone	Deliverable	Proposed Price
MILESTONE I — PLANNING AND DESIGN ANALYSIS PHASE	Deliverable 1 – Detailed Project Management Plan to include Gantt Chart	
	Deliverable 2 – Design Analysis Feasibility and Risk Assessment	
	Deliverable 3 – Detailed System Design	
	Deliverable 4 – Alternate Solutions within the context of the Detailed System Design	
	Deliverable 5 – Confirmation of proposed Architectural Overview and Work Flow Analysis (including all inputs, and outputs of major subsystems)	
	Deliverable 6 – System Hardware and Operating Software Analysis and Specifications	
	Deliverable 7 - COTS Feasibility/Usage Analysis and Specifications	
	Deliverable 8 – ARS Acceptance Test and Evaluation Master Plan	
MILESTONE II — DEVELOPMENT PHASE	Deliverable 1 – Software System Development Documentation	
	Deliverable 2 – Prototype for User Review and Testing	
	Deliverable 3 – Test Plan	
	Deliverable 4 – Test Files/Data	
	Deliverable 7 – Implementation Plan	
	Deliverable 9 – Business Administrator Operations and Maintenance Manuals (draft)	
	Deliverable 10 – System Administration Manual (draft)	
	Deliverable 11 – Training Plan (draft)	
	Deliverable 12 – User Manual (draft)	
	Deliverable 13 – Disaster Recovery plan (draft)	
	Deliverable 14 – System Archive Plan (draft)	
MILESTONE III — INTEGRATION AND TEST PHASE	Deliverable 1 – Accepted Test Plan Analysis	
	Deliverable 2 – Test Problems/Issues/Resolution Report	

	Deliverable 3 - IT Systems Security Certification	
MILESTONE IV — IMPLEMENTATION AND TRAINING PHASE	Deliverable 1 – Final Software System Development Documentation	
	Deliverable 2 – Operations and Maintenance Manuals (final)	
	Deliverable 3 –System Administration Manual (final)	
	Deliverable 4 –Training Plan (final)	
	Deliverable 5 –User Manual (final)	
	Deliverable 6 –Change Implementation Process Document	
	Deliverable 7 – Implementation Progress/Issues Report	
	Deliverable 8 – Post Implementation Review Report	
MILESTONE V — WARRANTY PHASE	Deliverable 1 – System Trouble Reports	
	Deliverable 2 –In Process Review	
	Deliverable 3 –User Satisfaction Report	
Total Proposed Fixed Price		

SUBMIT THIS WITH THE FINANCIAL RESPONSE

ATTACHMENT D – MINORITY BUSINESS ENTERPRISE PARTICIPATION

RFP ATTACHMENT D
State of Maryland
DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLE ADMINISTRATION
MINORITY BUSINESS ENTERPRISE PARTICIPATION

PURPOSE

Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise (MBE) goal stated in the Invitation for Bids or Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

MBE GOALS AND SUBGOALS

☐ An MBE subcontract participation goal of 30 percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this dollar amount of the contract will be performed by certified minority business enterprises

OR

☐ An overall MBE subcontract participation goal of ____ percent of the total contract dollar amount has been established for this procurement. This dollar amount includes:

- ☐ A sub-goal of ____ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as women-owned businesses.
- ☐ A sub-goal of ____ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as African American-owned businesses.

By submitting a response to this solicitation, the bidder or offeror agrees that these dollar amounts of the contract will be performed by certified minority business enterprises as specified.

- ◆ A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- ◆ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

SOLICITATION AND CONTRACT FORMATION

- ◆ A bidder or offeror must include with its bid or offer:
 - (1) A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
 - (2) A completed MBE Participation Schedule (Attachment D-2) whereby the bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified Minority Business Enterprises at the time of submission. The bidder or offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

If a bidder or offeror fails to submit Attachment D-1 and Attachment D-2 at the time of submittal of the bid or offer, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

- ◆ Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.
 - (1) Outreach Efforts Compliance Statement (Attachment D-3)
 - (2) Subcontractor Project Participation Statement (Attachment D-4)
 - (3) If the apparent awardee has requested a waiver (in whole or in part) of the overall MBE goal or of any sub-goal as part of the previously submitted Attachment D-1, it must submit documentation supporting the waiver request that complies with COMAR 21.11.03.11.
 - (4) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

1. Submit monthly to the Department a separate report (**Attachment D-5**) for each subcontractor that lists: a) all payments made to the MBE subcontractor during the previous 30 days, and, b) any unpaid invoices over 30 days old received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report (**Attachment D-6**) that identifies the prime contract and lists: a) all payments received from the prime Contractor during the previous 30 days, and, b) any outstanding invoices, and the amount of those invoices.
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

ATTACHMENTS

- D-1 Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with bid or offer)
- D-2 MBE Participation Schedule (must be submitted with bid or offer)
- D-3 Outreach Efforts Compliance Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- D-4 Subcontractor Project Participation Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- D-5 Prime Contractor Paid/Unpaid MBE Invoice Report (must be submitted monthly by the Prime Contractor)

D-6 Subcontractor Paid/Unpaid MBE Invoice Report (must be submitted monthly by the MBE subcontractor)

Attachment D-1

Certified MBE Utilization and Fair Solicitation
AFFIDAVIT

This document shall be included with the submittal of the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. 050R5800226, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 35 percent. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve an MBE goal of 30 % and request a waiver of the remainder of the goal.

If I submit the apparent low bid or am selected as the apparent awardee (competitive sealed proposals), I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment D-2) with the bid or proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

If I am the apparent awardee, I acknowledge that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been

awarded, the award is voidable.

5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

Attachment D-2
MBE Participation Schedule
(for submission with bid or proposal)

This document shall be included with the submittal of the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number J00P6200005	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
<u>Work To Be Performed/SIC</u>	
<u>Percentage of Total Contract</u>	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:	_____ %
TOTAL WOMAN-OWNED MBE PARTICIPATION:	_____ %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	_____ %

Document Prepared By: (please print or type)
 Name: _____ Title: _____

Attachment D-2
MBE Participation Schedule (continued)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

Attachment D-3

Outreach Efforts Compliance Statement

In conjunction with the bid or offer submitted in response to Solicitation No. 050R5800226, I state the following:

1. Bidder/ Offeror identified opportunities to subcontract in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to contact personally the solicited MBEs:

4. ☐ Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements. (DESCRIBE EFFORTS)

- ☐ This project does not involve bonding requirements.

5. ☐ Bidder/Offeror did/did not attend the pre-bid/proposal conference
☐ No pre-bid/proposal conference was held.

Bidder/Offeror Name

By: _____
Name

Address

Title

Date

ATTACHMENT D-4
Subcontractor Project Participation
Statement

Submit one form for each Certified MBE listed in the MBE Participation Schedule

Provided that _____ is awarded the State contract in conjunction with CATS TORFP No.
Prime Contractor Name

J00P6200005, and _____, MDOT Certification No. _____,
Subcontractor Name

intend to enter into a contract by which subcontractor shall:

(describe work) _____

- ☐ No bonds are required of Subcontractor
- ☐ The following amount and type of bonds are required of Subcontractor:

By:

Prime Contractor Signature

Name

Title

Date

By:

Subcontractor Signature

Name

Title

Date

PRIME CONTRACTOR MBE REPORTING INSTRUCTIONS

RFP#: J00P6200005
BPO#: _____

These instructions are meant to accompany the customized reporting forms sent to you by the Procurement Officer for the contract referenced above. If, after reading these instructions, you have additional questions or need further clarification, please contact the Department's MBE Liaison at:

Minnie Carter, Director EOO
Maryland Department of Transportation, Motor Vehicle Administration
6601 Ritchie Highway, N.E.
Glen Burnie, Maryland 21062
410-787-7861 / Fax: 410-760-7369
E-mail: mcarter@mdot.state.md.us

1. As the prime contractor, you have entered into a contractual agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to meet the MBE participation requirements established for this contract. Part of that requirement, as outlined in the contract, includes submission of monthly MBE payment reports to the State. Reporting forms D-5 (Prime Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The prime contractor must complete a separate form D-5 for each MBE subcontractor (each subcontractor reference herein means MBE subcontractor) for each month of the contract and submit one copy to the location(s) indicated at the bottom of the form. The report is due not later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due not later than the 15th of February. It is preferred that the signed report be submitted in PDF or Word format with an electronic signature, however, reports sent via postal delivery are acceptable. **Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month. For Statewide master contracts where contractors must compete for individual Task Order awards, only those prime contractors who have been awarded a Task Order Contract (TOC) and have received a Purchase Order from the State are required to submit monthly reports along with their subcontractors.**
3. The prime contractor is responsible for ensuring that each subcontractor receives a copy (e-copy and/or hard copy) of form D-6. The prime contractor should make sure that the subcontractor receives all the information necessary to complete the D-6 form properly, i.e., all of the information located in the upper right corner of the D-5 form. It may be wise to enter the information on form D-6 for the subcontractor's convenience. This will help to minimize any confusion for those who receive and review the reports and will ensure that your company/firm receives proper credit for all MBE payments.
4. **It is the responsibility of the prime contractor to make sure that all subcontractors submit reports not later than the 15th of each month regardless of whether there was any MBE payment activity for the reporting month.** Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's monthly D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the prime contractor cannot and will not be given credit for subcontractor payments, regardless of the prime contractor's proper submission of the D-5 reports. The Department's MBE Liaison will contact the prime contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. Any changes to the prime contractor's MBE plan (MBE Participation schedule) after contract commencement must be requested in writing to the Procurement Officer and may not be

implemented until approval has been received. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

This form is to be completed monthly by the prime contractor.

ATTACHMENT D-5

Maryland Department of Transportation Minority Business Enterprise Participation Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	Contract #: <u> J00P6200005 </u> Purchase Order #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
--	--

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all payments made to MBE subcontractor named above during this reporting period: 1. 2. 3. 4. Total Dollars Paid: \$ _____		List dates and amounts of any outstanding invoices: 1. 2. 3. 4. Total Dollars Unpaid: \$ _____	

**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy (hard or electronic) of this form to the following address (electronic copy is preferred):

Minnie Carter, Director EOO
 Maryland Department of Transportation, Motor Vehicle Administration
 6601 Ritchie Highway, N.E.
 Glen Burnie, Maryland 21062
 410-787-7861 / Fax: 410-760-7369
 E-mail: mcarter@mdot.state.md.us

Signature: _____ Date: _____

ATTACHMENT D-6

This form is to be completed monthly by the MBE subcontractor.

Maryland Department of Transportation Minority Business Enterprise Participation Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	Contract #: <u>J00P6200005</u> Purchase Order #: _____ Contracting Unit: _____ Contract/PO Amount: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	--

MBE Subcontractor Name:		
MDOT CERTIFICATION #:		
CONTACT PERSON:		
ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:		FAX:
SUBCONTRACTOR SERVICES PROVIDED:		
List all payments received from Prime Contractor during this reporting period. 1. 2. 3. 4. TOTAL DOLLARS PAID: \$ _____	List dates and amounts of any outstanding invoices. 1. 2. 3. 4. TOTAL DOLLARS UNPAID: _____	
Prime Contractor: _____ Contact Person: _____		

**RETURN ONE COPY (HARD OR ELECTRONIC) OF THIS FORM TO THE FOLLOWING ADDRESS
(ELECTRONIC COPY IS PREFERRED):**

Minnie Carter, Director EOO
Maryland Department of Transportation, Motor Vehicle Administration
6601 Ritchie Highway, N.E.
Glen Burnie, Maryland 21062
410-787-7861 / Fax: 410-760-7369
E-MAIL: MCARTER@MDOT.STATE.MD.US

Signature: _____ Date: _____

ATTACHMENT 3 - TASK ORDER AGREEMENT

CATS TORFP # J00P6200005.
OF MASTER CONTRACT # 050B6800025

This Task Order Agreement ("TO Agreement") is made this day day of Month, 200X by and between MASTER CONTRACTOR and the STATE OF MARYLAND, TO Maryland Motor Vehicle Administration (MVA).

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. "Agency" means the Maryland Motor Vehicle Administration (MVA), as identified in the CATS TORFP # J00P6200005.
 - b. "CATS TORFP" means the Task Order Request for Proposals # J00P6200005, dated MONTH DAY, YEAR, including any addenda.
 - c. "Master Contract" means the CATS Master Contract between the Maryland Department of Budget and Management and MASTER CONTRACTOR dated December 19, 2005.
 - d. "TO Procurement Officer" means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. "TO Agreement" means this signed TO Agreement between Maryland Motor Vehicle Administration (MVA) and MASTER CONTRACTOR.
 - f. "TO Contractor" means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. "TO Manager" means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. "TO Proposal - Technical" means the TO Contractor's technical response to the CATS TORFP dated date of TO Proposal – Technical.
 - i. "TO Proposal – Financial" means the TO Contractor's financial response to the CATS TORFP dated date of TO Proposal - FINANCIAL.
 - j. "TO Proposal" collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

2. Scope of Work

- 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
- 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
- a. The TO Agreement,
 - b. Exhibit A – CATS TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial
- 2.3. The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this section. Except as otherwise provided in this TO Agreement, if any change under this section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of **insert time for performance**, commencing on the date of Notice to Proceed and terminating on **MONTH DAY, YEAR**.

4. Consideration and Payment

- 4.1. The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed **\$total amount of task order**. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2. Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3. Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is **Federal ID number**. Charges for late payment of invoices other than as prescribed by Title 15,

Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.

Brian Schade, Project Manager
Maryland Motor Vehicle Administration
6601 Ritchie Hwy. Room #203
Glen Burnie, MD 21062
bschade@mdot.state.md.us

- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO CONTRACTOR NAME

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, MARYLAND MOTOR VEHICLE ADMINISTRATION, DEPARTMENT OF
BUDGET AND MANAGEMENT, OFFICE OF INFORMATION TECHNOLOGY, APPLICATION SYSTEMS
MANAGEMENT

By: Alberta (Bert) Galek, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____
(Authorized Representative and Affiant)

SUBMIT THIS WITH THE TECHNICAL RESPONSE

ATTACHMENT 5 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050B6800025.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement. In this case, 3 months.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

**ATTACHMENT 5 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
(CONTINUED)**

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS RFP from section 2.5 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS RFP from section 2.5 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS RFP from section 2.5 for the applicable labor category.)	

The information provided on this form for this labor class is true and correct to the best of my knowledge:

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

ATTACHMENT 6 - DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE

Driving directions for MDOT Headquarters

7201 Corporate Center Dr.

Hanover, Md. 21076

Baltimore:

From 695; Take Baltimore –Washington Parkway (295) south to I-195 towards the BWI airport. Take I-195 to Md. Rte 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

Washington:

From Baltimore-Washington Parkway (295); Take Baltimore-Washington Parkway North to I-195 and exit towards the BWI Airport (East). Take I-195 towards the BWI Airport to Md. Rte.170. Take Md. Rte. 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

Annapolis:

From I-97; Take I-97 North to Rte.100 towards Columbia (west). Take Rte. 100 to Rte 170 north towards BWI Airport. Take Rte. 170 to the third traffic light and turn right on Stoney Run Rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

ATTACHMENT 7 - NOTICE TO PROCEED

Day Month, Year

TO Contractor Name
TO Contractor Mailing Address

Re: CATS Task Order Agreement # J00P6200005

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Day Month, Year, for the above-referenced Task Order Agreement. TO Manager of the TO Requesting Agency will serve as your contact person on this Task Order. TO Manager can be reached at telephone # and email address.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

Ms. Alberta (Bert) Galek
Maryland Motor Vehicle Administration
6601 Ritchie Hwy.
Glen Burnie, MD 21062
agalek@mdot.state.md.us
Task Order Procurement Officer

Enclosures (2)

cc: Brian Schade, Project Manager
Procurement Liaison Office, Office of Information Technology, DBM
Project Management Office, Office of Information Technology, DBM

ATTACHMENT 8 - AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

Project Name: Accounts Receivable System (ARS)

TO Agreement Number: # J00P6200005

Title of Deliverable: _____

TORFP Reference Section Number: _____

Deliverable Reference ID Number: _____

Name of TO Manager: Brian Schade, Project Manager
Maryland Motor Vehicle Administration
6601 Ritchie Hwy. Room #203
Glen Burnie, MD 21062
bschade@mdot.state.md.us

TO Manager Signature

Date Signed

Name of Contractor's Project Manager: _____

Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 2.2.4 OF THE TORFP

ATTACHMENT 9 - ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland Motor Vehicle Administration (MVA)

Project Name: Accounts Receivable System (ARS)

TO Manager: Brian Schade, Project Manager (410) 768-7290

To: TO Contractor's Contract Manager

The following deliverable, as required by TO Agreement # J00P6200005, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

☐

Is accepted as delivered.

☐

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.2.4 OF THE TORFP.

ATTACHMENT 10 - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ____ day of _____ 200_, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP # J00P6200005 for the Accounts Receivable System (ARS). In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Gisela Blades (TO Procurement Officer) Department of Budget and Management on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 11 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ____ day of _____, 200____, by and between the State of Maryland ("the State"), acting by and through its Motor Vehicle Administration (the "Department"), and _____ ("TO Contractor"), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the "TO Agreement") for the Accounts Receivable System (ARS) TORFP No. J00P6200005 dated **release date for TORFP**, (the "TORFP") issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050B6800025; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor's employees and agents (collectively the "TO Contractor's Personnel") with access to certain confidential information regarding _____ (the "Confidential Information").

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor's Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor's Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor's performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former

Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

Contractor/Contractor's Personnel:

Maryland Motor Vehicle Administration (MVA):

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

EXHIBIT A

**TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE
CONFIDENTIAL INFORMATION**

Printed Name and Address of Employee or Agent	Signature	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____